Fill in this inf	ormation to identify the case:	
Debtor	Cyxtera Technologies, Inc.	
United States Ba	ankruptcy Court for the:	District of New Jersey
Case number	23-14853	

## Official Form 410

Proof of Claim 04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

P	Identify the Clair	n	
1.	Who is the current creditor?	ABandT Telecom, LLC  Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor 27-1280259	
2.	Has this claim been acquired from someone else?	No Yes. From whom?	
3.	Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?  ABandT Telecom, LLC Emmet Tydings 9881 Broken Land Pkwy., Ste 202 Columbia, MD 21046, United States  Contact phone 240-654-1877 Contact email etydings@abttelecom.com  Uniform claim identifier for electronic payments in chapter 13 (if you use of the creditor of the credit	Where should payments to the creditor be sent? (if different)  Contact phone Contact email
4.	Does this claim amend one already filed?	No Yes. Claim number on court claims registry (if known)	Filed on
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made the earlier filing?	

Official Form 410 Proof of Claim

Part 2:	Give Information	About the Claim	as of the Date th	ne Case Was Filed
I all L	Olve illioilliadoll	ADOUL LINE CIGITII	as or the Date ti	ie oase mas i lie

6.	Do you have any number you use to identify the	☑ No
	debtor?	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:
7.	How much is the claim?	\$ 22937.05 Does this amount include interest or other charges?  No
		Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  Limit disclosing information that is entitled to privacy, such as health care information.  monies owed on strategic customer accounts
9.	Is all or part of the claim secured?	Yes. The claim is secured by a lien on property.   Nature or property:   Real estate: If the claim is secured by the debtor's principle residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim.   Motor vehicle   Other. Describe:   Basis for perfection:   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)    Value of property:
10	. Is this claim based on a lease?	✓ No Yes. Amount necessary to cure any default as of the date of the petition. \$
11.	. Is this claim subject to a right of setoff?	✓ No  ✓ Yes. Identify the property:

Official Form 410 Proof of Claim

12. Is all or part of the claim	□ No		
entitled to priority under 11 U.S.C. § 507(a)?	_	ck all that apply:	Amount entitled to priority
A claim may be partly priority and partly	— □ Dome	estic support obligations (including alimony and child support) under S.C. § 507(a)(1)(A) or (a)(1)(B).	¢
nonpriority. For example, in some categories, the law limits the amount		\$3,350* of deposits toward purchase, lease, or rental of property rvices for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
entitled to priority.	days	es, salaries, or commissions (up to \$15,150*) earned within 180 before the bankruptcy petition is filed or the debtor's business ends, never is earlier. 11 U.S.C. § 507(a)(4).	\$ <u>22937.05</u>
	☐ Taxe	s or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$
	Contr	ributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
	Othe	r. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$
	* Amounts	are subject to adjustment on 4/01/25 and every 3 years after that for cases begun	on or after the date of adjustment.
13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?	days befo	rate the amount of your claim arising from the value of any goods rece re the date of commencement of the above case, in which the goods ary course of such Debtor's business. Attach documentation supportin	have been sold to the Debtor in
Part 3: Sign Below			
The person completing this proof of claim must sign and date it. FRBP 9011(b).  If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.  A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.  18 U.S.C. §§ 152, 157, and 3571.	I am the trus I am a guara I understand that the amount of the I have examined	ditor.  ditor's attorney or authorized agent.  tee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  antor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.  an authorized signature on this <i>Proof of Claim</i> serves as an acknowleded claim, the creditor gave the debtor credit for any payments received to the information in this <i>Proof of Claim</i> and have reasonable belief that the enalty of perjury that the foregoing is true and correct.	ward the debt.
	/s/Emmet Tyour Signature  Print the name of Name  Title  Company  Address	f the person who is completing and signing this claim:  Emmet Tydings First name Middle name Last r  President  AB and T Telecom LLC Identify the corporate servicer as the company if the authorized agent is a servicer	
	Contact phone	Email	



Official Form 410 Proof of Claim

## KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877)-726-6510 | International 001-310-823-9000

Debtor:	<u> </u>	
23-14853 - Cyxtera Technologies, Inc.		
District:		
District of New Jersey, Newark Division		
Creditor:	Has Supporting Doc	umentation:
ABandT Telecom, LLC		ng documentation successfully uploaded
Emmet Tydings	Related Document S	, ,
9881 Broken Land Pkwy., Ste 202	rtolatou Booumont e	
Soot Broken Earla Fkwy., Sto 202	Has Related Claim:	
Columbia, MD, 21046	No	
United States	Related Claim Filed	Ву:
Phone:		
240-654-1877	Filing Party:	
Phone 2:	Creditor	
301-807-1075		
Fax:		
301-948-3641		
Email:		
etydings@abttelecom.com		
Other Names Used with Debtor:	Amends Claim:	
27-1280259	No	
	Acquired Claim:	
	No	
Basis of Claim:	Last 4 Digits:	Uniform Claim Identifier:
monies owed on strategic customer accounts	No	
Total Amount of Claim:	Includes Interest or	Charges:
22937.05	No	
Has Priority Claim:	Priority Under:	
Yes	11 U.S.C. §50	07(a)(4): 22937.05
Has Secured Claim:	Nature of Secured A	mount:
No	Value of Property:	
Amount of 503(b)(9):	Annual Interest Rate	
No	Alliudi ilileresi Rale	
Based on Lease:	Arrearage Amount:	
No	Basis for Perfection	:
Subject to Right of Setoff:	Amount Unsecured:	
No	Amount onsecured.	
Submitted By:		
Emmet Tydings on 01-Aug-2023 11:17:32 a.m. Eastern 7	Гime	
Title:		
President		
Company:		
AB and T Telecom LLC		



CenturyLink Agreement

Company Name: American Public University Systems

Quote #: 639206

Quote Expiration Date: 5/10/2016

#### Service Order

Company Name: American Public University Systems

Billing Site Name: AMERICAN PUBLIC UNIV SYSTEMS

Billing Account Number: 72103716

Currency:

**Primary Contact:** 

Phone:

Name: Tracy Woods Email: twoods@apus.edu USD

**Billing Address:** 

Street: 111 W CONGRESS ST

City, State, Zip: Charles Town, West Virginia 25414

**Billing Contact:** 

Name: General Notification Email: netadmin@apus.edu

Phone: 540-467-1905

CenturyLink Contact Details	Name	Phone	Email
Sales Representative	Francesco Romano		francesco.romano@centurylink.com
Solutions Engineer	Mohamed Naji		mohamed.naji@centurylink.com

### **Quote Summary**

Quote Description (for informational purposes only)
APUS DL2 TX-DR Colo
 Initial Service Term
24 Months

24 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	10,950.30	20,212.60
Existing Totals	0.00	0.00
Delta Totals	10,950.30	20,212.60



Company Name: American Public University Systems Quote #: 639206 Quote Expiration Date: 5/10/2016

Request Type	Qty	Product Family	Product Configuration	Monthly	Recurring Charges		Non- Recurring Charges
				New	Existing	Delta	Non- Recurring
Add	1	Colocation	Colocation Power Allocation 2.0 Data Center: ZZDL2 kW: 38.0	6,008.75	0.00	6,008.75	4,149.60
Add		Colocation	Colocation Enclosure 2.0  Data Center: ZZDL2 Quantity: 10 Enclosure Type: Cabinet Enclosure Dimensions: 24 Inches x 42 Inches Pricing Plan: Option A - Pay Monthly	1,140.00	0.00	1,140.00	0.00
Add		Colocation	Colocation Physical Security 2.0 Contacts: 1 Data Center: ZZDL2 Door Type: Sliding Reader Type: Card Reader In Only (New and Renewals) Reporting: Yes	0.00	0.00	0.00	284.00
Add		Colocation	Colocation Power Distribution 2.0 Data Center: ZZDL2 Quantity: 10 Power Configuration: Primary/Redundant Pair Power Circuit: 30A/208V-Single Phase-L6	2,618.00	0.00	2,618.00	9,000.00
Add		Colocation	Colocation Power Strip 2.0  Data Center: ZZDL2 Quantity: 1 Power Strip Type: L6-30 Horizontal Mount Power Strip with Display	0.00	0.00	0.00	308.00
Add		Colocation	Colocation Power Strip 2.0 Data Center: ZZDL2 Quantity: 19 Power Strip Type: L6-30 Horizontal Mount Power Strip with Display	0.00	0.00	0.00	5,852.00
			Group Totals	9,766.75	0.00	9,766.75	19,593.60
Add	1	Network	HAN Internet Access 3.0 Data Center: ZZDL2 Scenario: Colocation Internet Multiline GigE BGP: No	238.00	0,00	238.00	119.00
Add	1	Network	HAN Internet Bandwidth 3.0 Region: North America Usage Calculation: 95th Percentile Higher of In or Out Base Bandwidth (Mbps): 100	445.55	0.00	445.55	0.00
Add	2	Colocation	Customer Access Extension 1.0 Data Center: ZZDL2 Cross Connect Type: Telco without Private Entrance Media Type: Singlemode Fiber CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0	500.00	0.00	500.00	500.00
			Group Totals	1,183.55	0.00	1,183.55	619.00



Company Name: American Public University Systems

Quote #: 639206

Quote Expiration Date: 5/10/2016

Usage Per Unit	Tier	24 Months Usage Rate	
1. HAN Internet Bandwidth 3.0			
Usage over Base Bandwidth (MRC per Mbps)	Usage over 100 Mbps	10.7	

#### **Customer Acceptance**

Upon Customer's signature on this quote (hereinafter, a "Service Order"), Customer hereby orders the services identified above ("Services"). By signing this Service Order, Customer hereby agrees that the Services will be provided in accordance with the governing service agreement between Customer and CenturyLink, including the Service Exhibit ("SE"), and any other documents incorporated therein, (collectively, the "Agreement" or "MSA"). As used herein, the SE includes any applicable Service Schedules, Service Guides ("SGs"), and service level agreements ("SLAs") attached and/or incorporated thereto. In the event of any conflict of terms between the underlying service Agreement and the SE, the SE will govern.

If there is no SE in place between the parties, this Service Order will be subject to and governed by all terms of the standard SE as posted at http://www.centurylinktechnology.com/legal-guides, which shall be incorporated herein and made a part hereof.

2. Any Service Order which is not executed by Customer prior to the Quote Expiration Date (as indicated herein) shall be cancellable by CenturyLink in its sole discretion. Without limiting any other CenturyLink right, acceptance of this Service Order is subject to credit approval.

#### Terms and Conditions

Customer hereby commits to a monthly bandwidth amount ("Base Bandwidth") and agrees to pay the monthly charges associated with such Base Bandwidth. If, in any given month, Customer's "Actual Bandwidth" usage exceeds the Base Bandwidth, Customer shall pay, in addition to the Base Bandwidth charges, an Overage Charge calculated as follows: (Actual Bandwidth used less Base Bandwidth) multiplied by the variable usage rate defined in this Service Order.

CenturyLink uses a 95th percentile formula to calculate Actual Bandwidth as follows: The connection is sampled at standard intervals in the inbound and the outbound directions. For any given month, all the inbound samples collected for the month are sorted and the top 5% of samples are discarded and the peak value of the remaining 95% of the samples will yield the inbound 95th percentile usage. For the same month, all the outbound samples collected for the month are sorted and the top 5% of samples are discarded and the peak value of the remaining 95% of samples will yield the outbound 95th percentile usage. The higher of the inbound or the outbound 95th percentile usage rounded up to the nearest Mbps will yield the 95th percentile Actual Bandwidth usage.

Overage Charges are billed in arrears. For the first month only, if the Base Bandwidth ordered by Customer is not activated on the first of the month, the total charges will be prorated for the actual number of days the Base Bandwidth is in operation for the month.

- 2. The Customer Access Extension (i.e. cross connect) ordered herein provides connectivity to an existing CenturyLink service and shall be subject to all terms and conditions governing the existing Services, including a connectivity related SLA, if applicable.
- 3. The maximum Committed Electrical Capacity (CEC) that Customer is entitled to in each contiguous Customer Area is specified in the table below. For the purposes of the Service Order, the CEC equals the TOTAL purchased number of allocated kilowatts in the Customer Area. Customer acknowledges and agrees that CenturyLink may refuse any request for power that would cause the CEC in the Customer Area to exceed the Maximum CEC identified below.



Company Name: American Public University Systems

Quote #: 639206

Quote Expiration Date: 5/10/2016

The Maximum CEC (kilowatts) specified in the table below supersedes all previous Service Order CEC's for the same contiguous space.

Data Center	Maximum CEC		
DL2 - New Cage	38 kW		

- Pursuant to this Service Order and not more than once per calendar year during the Service Term and no sooner than twelve (12) months after the BCD, CenturyLink may, in addition to its other rights under the Agreement, increase the Monthly Recurring Charges for the Colocation Services set forth herein in an amount not to exceed three percent
- One-Time Credit. Conditioned upon and in consideration of the Billing Commencement Date (BCD) of the Services 5. ordered herein and pursuant to this Service Order, no later than the first thirty-one (31) days following said BCD, CenturyLink will credit the Customer's applicable CenturyLink billing account in the amount of Seventeen Thousand Five Hundred Ninety-Three Dollars and Thirteen Cents, i.e., \$17,593.13 ("One-Time Credit"). In the event that the Services ordered herein are terminated prior to the end of the Initial Service Term stated herein this Service Order, for any reason other than by Customer for Cause, CenturyLink will debit the Customer's applicable CenturyLink billing account in the full amount of the One-Time Credit, for which debited amount of \$17,593.13 Customer will be liable.

#### Additional Terms

- 1. Expedite Request Fee: If Customer requests that CenturyLink accelerate a Service Delivery Date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, an initial flat fee of \$500, plus \$50 per day per service package for each day the actual delivery date precedes the Service Delivery Date identified by the order/project manager and documented in CenturyLink's order management system.
- Baseline Service Change Fee: If Customer requests changes to baseline Service requirements prior to the Service 2. Delivery Date, Customer agrees to pay, as invoiced by CenturyLink, all of the following: (i) a change fee in the amount of \$500, (ii) \$150 per hour for work resulting from Customer changes implemented by CenturyLink, and (iii) third party charges and fees incurred by CenturyLink as the result of Customer's requested change.

Upon Customer's signature on this Service Order, Customer acknowledges the Quote Description is provided solely for informational and illustrative purposes only and such Quote Description is nonbinding with no force or effect.

CenturyLink Communications, LLC	American Public University Systems
	Myndu S.
Name:	Name: Richard W. Sunderland, Jr.
Title:	Title: EVP & CFO
Date:	Date: 3/2/16

#### AMENDMENT TO QWEST TOTAL ADVANTAGE™ AGREEMENT

THIS AMENDMENT NO. Two (this "Amendment") by and between **Qwest Communications Corporation** ("Qwest") and **Cetrom, Inc.** ("Customer"), hereby amends the Qwest Total Advantage Agreement, Qwest Content ID: 089223 and 114392, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

Qwest and Customer wish to amend the Agreement as follows:

- 1. <u>Term and Revenue Commitment</u>. By checking one of the boxes below, Customer indicates whether it is increasing the length of its existing Term and/or increasing the amount of its existing Revenue Commitment as set forth in the Agreement. Customer understands and agrees that it may not decrease the length of its existing Term or reduce the amount of its existing Revenue Commitment. If no boxes are checked in this Section 1, Customer's existing Term, existing Revenue Commitment, and existing QTA Discount as set forth in the Agreement will remain in effect.
  - If New Revenue Commitment only. Customer's new Revenue Commitment; existing Revenue Commitment Term (if such phrase is used in the Agreement) or Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are \$5,000.00/month; three years; 33% (Code: 490053).

Any new Revenue Commitment Term or Term, as applicable, and Revenue Commitment in this Section 1 will commence on the Amendment Effective Date. The new QTA Discount and the new Qwest Total Advantage rates in the Services Schedule or Tariff applicable to Customer's existing Services, if any, will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date. The new QTA Discount in this Section 1 is otherwise in lieu of, and supersedes and replaces in its entirety, the QTA Discount that Customer previously received under the Agreement.

- 2. <u>Addition of Services</u>. By checking the box below, Customer indicates it is adding a new Service Exhibit to the Agreement. If the box is not checked below, Customer's existing Services as set forth in the Agreement will remain in effect.
  - If New Service Exhibit(s) is/are being added. Customer's new Services will be added as follows:

The Services set forth in the Dedicated Hosting Service Exhibit attached to this Amendment will be added to, and constitute a part of, the Agreement and the existing Services. The definition of Services in the Agreement will include the Services in the Service Exhibits attached to this Amendment.

3. Modifications. The Agreement is further amended as follows:

### 3.1 General.

- (a) The definition of "Contributory Charges" is amended to include QCC Qwest Choice™ Unlimited, and "Qwest Wireless Contributory Service", which is business wireless phone service provided by Qwest Wireless, L.L.C.
- (b) If Qwest Interprise America, Inc.'s ("QIA") CPE Terms are attached to the Agreement, the QCC signature on this Agreement means that QCC is acting as QIA's agent for those terms.
- (c) If the Agreement provides that Option Z pricing is used, the parties agree that any reference to "QTA Discount" in a Service Exhibit will be disregarded, and the rates set forth in the Service Exhibit are in lieu of all other rates, discounts, or promotions.
- 3.2 <u>Pricing Details.</u> New Flat Rate Internet Port DS-1 and DS-3 port pricing applicable to Customer's existing Services, if any, will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date. The new pricing is otherwise in lieu of, and supersedes and replaces in its entirety, the pricing that Customer previously received under the Agreement.
- 3.2.1 Section 8.1 of the Domestic iQ Networking Service Exhibit is deleted and replaced as follows:

Flat Rate	Internet Port List Pricing	QTA Discount	FDD	Additional Discount	Internet Port MRC *Net Pricing	NRC List Pricing
Internet Port	List Friding	Discount		Discount	Total	i nomg
DS-1	\$800.00	33%	25%	%	\$384.00	\$500.00
DS-3	\$11,000.00	33%	25%	%	\$3,700.00	\$2,000.00

\*Net pricing is subject to change if there is a change in the underlying pricing and/or applicable discount(s), with any such changes to be done in accordance with the terms of the Agreement or this Exhibit.

4. <u>Miscellaneous</u>. This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

#### AMENDMENT TO QWEST TOTAL ADVANTAGE™ AGREEMENT

Qwest reserves the right to withdraw the offer contained herein in the event this Amendment is not executed by Customer and delivered to Qwest on or before June 15, 2005.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the date of full execution by Qwest as set forth below.

QWEST COMMUNICATIONS CORPORATION	CETROM, INC.
By:	By: ASAD
Name: John David R. Robertson	Name:
Title: IP Product and Offer Management	Title:
Date:	Date:
	/ · /

The terms set forth in this Exhibit apply to all dedicated hosting customers of Qwest. If Customer wishes to order managed hosting service, then Customer will need to enter into a separate Service Exhibit and SOW.

1. Definitions. Except as set forth in this Section or as otherwise set forth in this Exhibit, capitalized terms will have the definitions assigned to them in the Agreement. Except as otherwise set forth herein, technical terms commonly used in the industry that appear in this Exhibit will be so construed.

"Authorized Representative" means an individual (e.g., employee, contractor, etc.) that Customer designates in writing as having authority to access the CyberCenter and Premises on Customer's behalf. Customer may, at no additional charge, designate up to three Authorized Representatives who will each be granted CyberCenter facility access badges. Any additional Authorized Representatives will be granted CyberCenter facility access badges at the price set forth in the "Additional Services" section of the Hosting Order Form. Customer may replace an Authorized Representative upon 10 business days prior written notice.

"CyberCenter" means a particular Qwest facility within which the Premises are located.

"Hosting Order Form" means the Order Form detailing the Hosting Services, service components and additional features, including the applicable rates, charges and quantities for each (i.e., the pricing tables) ordered by Customer.

"iQ SLA" means the Qwest iQ Networking™ SLA set forth on Qwest's web site at http://qwest.com/legal/sla.html, as modified by this Service Exhibit.

"Minnesota Hosting": (a) references to CyberCenter in this Service Exhibit will mean the Qwest data center located at 600 Stinson Blvd., Minneapolis, Minnesota 55413 ("Data Center"); (b) Managed Hosting Service and cages are not available in the Data Center; (c) Qwest security cameras do not monitor the Data Center; (d) access badges are not provided for the Data Center; and (e) Escorts (as defined herein) are always required at the Data Center.

"Premises" means that area within a CyberCenter in which CPE is installed.

"SLA" means service level agreement,

"Software" means software (including third party software) and related documentation, if any, provided by Qwest to Customer in connection with the Service.

"Start of Service Date" means the date upon which Qwest makes the applicable Service available for Customer's use.

#### 2. Service Description.

- 2.1 This Exhibit sets forth the description of Qwest's Dedicated Hosting service (referred to herein as the "Service" or the "Hosting Service") as provided pursuant to the Agreement. All terms and conditions of this Exhibit and the Hosting Order Form and the Agreement entered into between the parties will prevail over any conditions in any other Order Form, Customer purchase orders, payments or other forms. A detailed, technical description of the Hosting Service and its various components (the "Service Description"), which is subject to change at Qwest's sole discretion, is available upon request from the Qwest sales representative. The Service Description is subject in all respects to the Agreement between Customer and Qwest. In addition to the termination remedies set forth in the Agreement, Customer may terminate this Exhibit without liability (other than for charges accrued but unpaid as of the termination date) upon 30 days prior written notice if Qwest materially and adversely changes the Service Description, so long as written notice of such termination is delivered to Qwest within 30 days of the effective date of such material adverse change. If Customer does not deliver such notice to Qwest within the specified period, Customer will be deemed to have waived its right to terminate this Exhibit. In general, the standard Hosting Service is comprised of the following service components and features and will vary depending upon those Services, features, and components that Customer orders pursuant to the Hosting Order Form: (a) CyberCenter facilities; (b) dedicated hosting space (e.g., rack or cabinet); (c) power; (d) hosting management, consulting or administration services, as provided pursuant to a separate Managed Hosting Service Exhibit ("Managed Hosting Terms"); (e) monitoring systems and personnel; (f) notification and reporting of various Service-related events; (g) Internet bandwidth connectivity (as more fully described herein); and (h) 24x7 call center and customer support. The Service includes a high-speed network connection to the Internet via an Ethernet LAN connection from the CPE to the Qwest backbone. In connection with standard Hosting Services, Customer may also order from Qwest managed Hosting Services and/or data storage services, which are each provided pursuant to separate Service Exhibits. All Service is subject to facilities and capacity availability. Prior to providing Service, a completed Hosting Order Form must be submitted by Customer and accepted by Qwest and will be governed by the terms of the Agreement and this Exhibit. Qwest reserves the right to reject any Hosting Order Form in its reasonable discretion. If Customer wishes to make any changes (i.e., modifications and/or additions) to its existing Service, Customer must execute a new Hosting Order Form containing such changes and the applicable new MRCs and/or NRCs. The effective date for the new charges will be as of the date that Qwest makes the requested change in the Services. Under no circumstances may Customer decrease the Ethernet Bandwidth that Customer previously ordered.
- 2.2 All use of the Service will comply with the Qwest Acceptable Use Policy, which is posted at http://www.qwest.com/legal/. The AUP is incorporated by reference and made a part of this Service Exhibit. Qwest may immediately suspend the Service for any violation of the AUP. Qwest may change the AUP at any time and such change will be effective upon posting to the website. Customer represents and warrants that as of the Effective Date, Customer has accessed, read, and understands the AUP.

#### 3. Hosting Terms.

#### 3.1 Premises.

- (a) License Grant. Qwest hereby grants Customer a limited, personal, non-exclusive, non-transferable license ("License") to access the CyberCenter as reasonably necessary in order to install, maintain, and operate Customer's CPE and the Customer Web Site (if applicable) within the Premises. Customer and its Authorized Representatives will access and use the CyberCenter and Premises only for the foregoing purposes and to interconnect with Qwest's network. The License is coterminous with the term of Service ordered hereunder and is subject and subordinate to the underlying ground or facilities lease or other superior right by which Qwest has acquired its interest in the CyberCenter. Customer has no rights as a tenant or otherwise under any property or landlord/tenant laws, rules, or regulations. Neither the License, nor the use of the CyberCenter or payment of any charges by Customer will: (a) create or vest in Customer any easement or any other real property right (including any roof or subfloor rights) of any nature in the Premises or CyberCenter; nor (b) limit or restrict Qwest's right to access, operate, and use the CyberCenter and facilities therein. Any additional access or property rights including, but not limited to, any roof or subfloor rights will be contemplated and granted under separate agreement.
- (b) Access to Premises. Customer and its Authorized Representatives will comply with the requirements of any lease, rules and regulations of Qwest or its lessor, including, but not limited to, the Qwest Standards for Facility Security and Rules of Conduct (the "Standards"). A current copy of the Standards, which are subject to change at Qwest's sole discretion, is available upon request from the Qwest account representative. The following items are prohibited in the CyberCenter: explosives, tobacco-related products, weapons, cameras (e.g., video, web, etc.), video tape recorders, flammable liquid or gases or similar materials, electro-magnetic devices, or other materials or equipment that Qwest, at any time and at its sole discretion, deems prohibited. Only Authorized Representatives are permitted to access the Premises and the CyberCenter on Customer's behalf. Qwest, at its sole discretion, may refuse to allow an Authorized Representative to enter the CyberCenter. Authorized Representatives entering the CyberCenter in order to access the Premises may, at Qwest's sole discretion, be required to be accompanied by an authorized employee or agent of Qwest (the "Escort"). All of Customer's work in the CyberCenter and Premises will be performed in a safe and workmanlike manner. Customer and its Authorized Representatives will not alter or tamper with any property or space within the CyberCenter. Customer's work operations in the CyberCenter may be suspended if, in Escort's sole discretion, any hazardous conditions arise or any unsafe or insecure practices are being conducted. Customer will defend, indemnify, and hold harmless Qwest, its affiliates, and contractors from any claims, liabilities, costs, and expenses (including reasonable attorney's fees), arising out of or related to any damages caused by Customer, its Authorized Representatives, employees, agents, and contractors to any part of the CyberCenter or the equipment of Qwest or Qwest's customers.

#### 3.2 CPE.

- (a) CPE and Software Ordering. Customer is solely responsible for assessing its own computer and transmission network needs and the results to be obtained therefrom. Except as set forth in the Service Description or unless the parties agree in writing otherwise, Customer is solely responsible for the ordering, installation, operation, and Service compatibility of all CPE required to enable Customer to receive the Service. Prior to installation and thereafter upon Qwest's reasonable request, Customer will provide Qwest an updated list of all CPE installed or to be installed in the Premises. If requested by Customer, Qwest will, subject to availability, obtain certain CPE (which also may include Software and/or other materials) on Customer's behalf. Any CPE provided to Customer by Qwest will be provided pursuant to the terms of a separate agreement or order form. Customer will purchase the CPE and/or Software, as applicable, from Qwest and pay to Qwest all charges associated therewith, including any applicable shipping charges. If any CPE or Software impairs Customer's use of any Service: (i) Customer will remain liable for the payment of all Service charges; and (ii) any applicable Service specifications or service levels may not apply. All CPE and Software provided by Qwest are subject to the terms, rights, and warranties set forth in the manufacturer's or publisher's warranty or end-user license applicable to such CPE or Software, with no warranty of any kind from Qwest. Customer grants Qwest a security interest in the CPE and other Customer property located in the CyberCenter for purposes of securing any amounts owed by Customer to Qwest.
- (b) Installation and Changing of CPE. Except as otherwise set forth in the Service Description, Customer will, at its sole cost and expense, engineer, furnish, install, and test all CPE in accordance with this subsection. If, however, Qwest is installing CPE on Customer's behalf, then certain provisions of this subsection may not apply. Prior to installing CPE ("CPE Installation") or making any CPE or logical configuration changes ("CPE Change"), Customer must so notify Qwest in writing. In the case of CPE Installation, Customer must submit engineering plans and specifications in the form required by Qwest ("CPE Installation Plans") to Qwest for approval. Qwest will provide a written response ("Qwest Response") to the CPE Installation Plan that will include space assignment, any applicable NRCs in order to prepare the CyberCenter or Premises for Customer's use (such as custom wiring, custom construction of cage or dividing walls, etc.), and the date when the Premises will be ready for installation of the CPE. In the case of CPE Change, Customer must advise Qwest in writing of the nature of such CPE Change and may not attempt to make such CPE Change until Qwest approves such CPE Change in writing. Qwest will notify Customer of its approval of such CPE Installation Plans or CPE Change as soon as commercially reasonable (which in some cases will be immediate approval, but will not be later than five business days after receiving Customer's written notice). CPE Installation and CPE Changes will not begin until Qwest grants permission to commence same which may be under the direct supervision of an Escort. All CPE will be clearly labeled with Customer's name and contact information. Upon completion of CPE Installation, Customer will remove all installation material from the CyberCenter and Premises and will restore same to their pre-installation condition.

- (c) Maintenance. Qwest will conduct routine, scheduled maintenance within its CyberCenters as set forth in the SLA, during which time the CPE may be inaccessible by Customer or unable to transmit or receive data. Unless Qwest expressly agrees otherwise in writing, Qwest will have no obligation to maintain the CPE and/or any Customer software.
- (d) CPE Relocation. Qwest may, upon 30 days prior written notice, relocate any CPE ("Non-Emergency CPE Relocation") and will use commercially reasonable efforts to relocate such CPE to a location which will afford comparable environmental conditions and accessibility. The parties will work together in good faith to minimize any potential, resulting disruption of Service. If an emergency event requires the immediate rearrangement or relocation of CPE ("Emergency CPE Relocation"), Qwest may rearrange or relocate the CPE (as is reasonably necessary to respond to the emergency (using the same care in handling its own equipment), and Customer authorizes Qwest to take such remedial actions. Qwest will use reasonable efforts to notify Customer prior to performing the Emergency CPE Relocation. Qwest will bear the cost of any Emergency CPE Relocation or any Non-Emergency CPE Relocation and will reimburse Customer for any direct damages caused to the CPE as a result of the CPE relocation where such damage is due to Qwest's gross negligence or willful misconduct.
- (e) CPE Inspection. Qwest may, but is not obligated to, make periodic inspections of CPE ("CPE Inspection") upon reasonable advance written notice to Customer, and Customer has the right to be present during CPE Inspection. If such prior notice is not commercially practicable, Qwest may make such CPE Inspection immediately, but will provide notice of the CPE Inspection thereafter to Customer. The making of, or failure to make, CPE Inspections will not give rise to any new, or alter any existing, obligations or liabilities of the parties under this Exhibit. If Customer's CPE is not installed and maintained in accordance with the terms of this Exhibit, and Customer has not corrected such non-compliance within 10 days after receipt of notice thereof, Qwest may suspend the Services, and/or correct such non-compliance at Customer's expense. If such condition poses either an immediate threat to people or to Qwest's CyberCenter or network facilities, Qwest may, immediately and without notice, perform such work and undertake any reasonably necessary action ("Corrective Action"). If Qwest engages in such Corrective Action, Qwest will not be liable for any CPE damage or Service interruption. As soon as practicable after taking such Corrective Action, Qwest will so notify Customer in writing and Customer will reimburse all expenses reasonably incurred by Qwest in connection therewith.
- (f) Removal of CPE. Within 10 calendar days of the expiration or termination of this Exhibit or the Agreement, Customer will: (i) return any CPE that is owned or leased by Qwest to a CyberCenter employee; and (ii) remove all other CPE (including any other Customer property located in the CyberCenter) from the CyberCenter, all at its own cost and expense (except where Qwest provides such CPE removal service in the case of certain managed Hosting Services). If Customer fails to remove its CPE as required by this subsection, Qwest may, upon 10 calendar days written notice, either: (iii) return such CPE to Customer's address set forth in the Agreement; or (iv) deem such CPE to be abandoned and remove it to secure storage, and/or liquidate or otherwise dispose of the CPE in any commercially reasonable manner. Qwest has no liability to Customer and Customer bears risk of loss and is responsible for all associated costs and expenses (including reasonable attorneys' fees) associated with such CPE removal. Notwithstanding anything to the contrary contained in this subsection, if Customer owes Qwest an outstanding balance at the expiration or termination of this Exhibit or the Agreement, Qwest may, in addition to the foregoing remedies, retain any CPE or other Customer property located in the CyberCenter, and upon 10 calendar days written notice to Customer, sell them to satisfy such unpaid sums. Any proceeds of such sale that remain after costs of sale (including reasonable attorneys' fees) and satisfaction of any outstanding balance owed by Customer to Qwest will be returned to Customer.
- **3.3 Insurance.** In order to provide Customer with physical access to the CyberCenter and proximity to equipment owned by third parties, Customer will at all times during the Term of this Exhibit, and at its own cost and expense, carry and maintain the following insurance coverage with insurers having a minimum "Best's" rating of A VII (A-7):
- (a) "All Risk" Property insurance covering all CPE located in the Premises in an amount not less than its full replacement cost;
- (b) Commercial General Liability insurance covering claims for bodily injury, death, personal injury, or property damage (including loss of use) occurring or arising out of the license, use or occupancy of the CyberCenter or Premises by Customer, including coverage for premises-operation, products/completed operations, and contractual liability with respect to the liability assumed by Customer hereunder. The limits of insurance will not be less than: (i) Each Occurrence \$2,000,000; (ii) General Aggregate \$4,000,000; (iii) Products/Completed Operations \$2,000,000; and (iv) Personal & Advertising Injury \$2,000,000;
- (c) Professional Liability insurance (including Multimedia Errors & Omissions insurance) insuring against any liability arising out of the use or publication of the Customer Data (as defined herein) or the Customer web site at the CyberCenter. Such insurance will be in the amount of \$2,000,000. Such insurance will provide a retroactive date prior to the date of this Agreement and an extended reporting period of not less than three years after the termination of this Exhibit;
- (d) Workers' Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee entering onto the Premises, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$100,000 each accident; and
- (e) Comprehensive Automobile Liability insurance covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. If applicable, Customer will require its subcontractors and agents to maintain the same insurance. Customer will forward to Qwest certificate(s) of such insurance upon the effectiveness of this Agreement and upon any renewal of such insurance during the Term. The certificate(s) will provide that: (f) Qwest Communications Corporation (and its participating affiliates) be named as additional insured as

their interest may appear with respects the Agreement; (g) 30 days prior written notice of cancellation, material change or exclusion to any required policy will be given to Qwest; and (h) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Qwest.

#### 4. Obligations of the Parties.

- **4.1** Customer agrees that Qwest may publicly refer to Customer, orally and/or in writing, as a dedicated hosting customer of Qwest (e.g., sample client list), and upon termination of the Agreement, Qwest's right to refer to Customer as a dedicated hosting customer will terminate. Any other public reference to Customer by Qwest requires the express written consent of Customer.
- **4.2** Subject to reasonable availability and in connection with the Service, Qwest will, at Customer's reasonable request, assign Internet address space and/or order domain names for the benefit of Customer, and Qwest will route those addresses on Qwest's network; it being understood and agreed that neither Customer nor any of its End Users will have the right to route these addresses. Qwest will retain ownership of all such IP addresses, and upon termination of this Exhibit, Customer's access to such IP addresses will terminate. Customer will directly pay any MRCs and NRCs associated with the domain names to the domain name registrar.
- **4.3** Qwest exercises no control over Customer's content (e.g., text, data, images, sounds, programs, code, etc.) and other materials transmitted through the Services hereunder ("Customer Data"). Customer is solely responsible for the management of the Customer Data and its compliance with the AUP.
- 5. Term/Termination. The term of this Exhibit commences upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Exhibit is added to the Agreement after its Effective Date) and conclude upon the expiration or termination of the last-to-expire (or terminate) Service ordered hereunder. The term for Service ordered hereunder will commence on the Start of Service Date and will continue for 12 months from the Start of Service Date, unless a longer term commitment is indicated in the Hosting Order Form (the "Minimum Service Term"). After the conclusion of the Minimum Service Term, the Service will automatically renew and remain in effect for consecutive one year renewal terms ("Renewal Term"). Upon written notice to the other party at least 60 days prior to the conclusion of any such Minimum Service Term or Renewal Term, as the case may be, either party may terminate the Service associated with this Exhibit. If Customer was granted a discount or waiver of any NRCs hereunder based upon Customer's Minimum Service Term commitment ("NRC Discount") and if the Services provisioned hereunder are terminated prior to the conclusion of such Minimum Service Term for reasons other than by Customer for Cause, Customer will pay to Qwest an amount equal to the NRC Discount, in addition to any other applicable charges set forth in the Agreement. If Customer requests a partial turn-down of Service prior to the conclusion of the Minimum Service Term, Customer will pay all applicable early Cancellation Charges for the affected Services. "Cancellation Charge" means an early cancellation charge that is imposed if Hosting Service is terminated prior to the conclusion of the then-current term; such cancellation charge will equal 50% of the then-current MRCs multiplied by the number of months, or portion thereof, remaining in the then-current term.
- 6. Rates. Customer will pay all applicable MRCs and NRCs as set forth in the Hosting Order Form. Billing will commence as of the Start of Service Date. Qwest will not modify the rates for existing Service during the first 12 months following the Start of Service Date ("Rate Lock Term"), unless such modification is based upon Regulatory Activity. "Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body, or court of competent jurisdiction. After the expiration of the Rate Lock Term, Qwest may modify the rates for existing Service or eliminate certain components of the Service upon 60 calendar days prior written notice to Customer; provided, however, Qwest may reduce the 60 day notice period, as necessary, if such modification is based upon Regulatory Activity. If Qwest materially increases the rates for existing Service, Customer may terminate the affected Service, so long as written notice of such termination is delivered to Qwest within 30 calendar days of the effective date of such change. If Customer does not deliver such notice to Qwest within such 30 day period, Customer will be deemed to have waived its right to terminate the affected Service. All rates and charges for new Services will be quoted by Qwest on an "individual case basis." Pricing for non-standard Services (including, without limitation, any non-standard professional or consulting service requested by Customer or its Authorized Representative) are provided by Qwest at Qwest's then-current rates. The rates for Service do not include any costs associated with CPE, all of which charges will be additional. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in this Exhibit, the Hosting Order Form or in an attachment to this Exhibit, all of which will be signed by Customer and subject to acceptance by Qwest in the form of countersignature. The rates set forth in this Service Exhibit or in the Hosting Order Form, before the application of discounts, will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount.

#### 7. Dedicated Hosting SLAs.

7.1 iQ SLA. The Internet bandwidth component of the Hosting Service provided hereunder is subject to the iQ SLA. For dedicated hosting customers, the Qwest IP Network, which is a component when measuring the iQ SLA (i.e., Network Availability, Network Delay and Reporting Level Goals), will also include all network equipment up to, but not including, the first Customer device which is connected to a Qwest-owned switch. CPE located in Customer's Premises is specifically excluded as a component and will not be factored in when determining the iQ SLA. In addition, the method of notifying Customer that the Service is unavailable (see "Reporting Level Goal" set forth in the iQ SLA) will vary depending upon which level of Service for which Customer contracts (e.g., Qwest will notify Customer via email if providing "enhanced" service, and via email, fax, and/or phone if providing "premium" service).

#### 7.2 Additional SLAs.

- (a) Colocation Implementation SLA. Qwest will make available Customer's dedicated hosting space (e.g., rack or cabinet) and Ethernet Port within 10 business days commencing from the time Customer's order is confirmed by Qwest's Implementation Services Group ("ISG") manager. Implementation is considered complete once the space and Ethernet Port are available for customer use.
- (b) HVAC SLA. Qwest will maintain redundant HVAC support for the raised floor in the CyberCenter in order to maintain an appropriately air-conditioned environment (between 55 degrees and 85 degrees Fahrenheit) and proper relative humidity level (between 20% and 65%), as measured by Qwest ("HVAC SLA"). If the temperature and/or humidity fails to comply with the HVAC SLA, Qwest will have four hours to remedy the non-compliance before Customer will be entitled to any HVA SLA credits.
- (c) Credits. If Qwest fails to meet the Colocation Implementation SLA or the HVAC SLA, as measured by Qwest, Customer's sole and exclusive remedy is service credits in the amount of: (i) in the case of the Implementation SLA, a one-time, nonrecurring credit equal to \$2,000; or (ii) in the case of the HVAC SLA, one day's pro-rated MRCs associated with Customer's rack or cage MRC for each cumulative hour beyond the four hour remedy period that the Service failed to comply with the HVAC SLA; provided, however, under no circumstances will Customer be entitled to HVAC SLA credits in any one calendar month in excess of charges for seven days of MRCs.
- (d) Credits Requests. Customer must initiate a written request within five business days of the last day of the month in which the particular SLA outage occurred. A credit will be applied only to the month in which the event, giving rise to the credit, occurred. Outages spanning month-end will be handled as a single outage and credited appropriately. Any SLA credits will be promptly issued against Customer's invoice.
- (e) Exceptions. Service credits will not be available in cases where the Implementation SLA or HVAC SLA are not met as a result of: (i) the negligence, acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of equipment, applications, or systems not controlled by Qwest; (iii) circumstances or causes beyond the control of Qwest, including instances of Force Majeure Events; or (iv) scheduled service maintenance, alteration, or implementation, including Normal Maintenance (as defined in the iQ SLA).

#### 8. Backup Service.

- 8.1 Description of Backup Service. Qwest offers four levels of Backup Service: (a) "Managed Tape Backup" (i.e., disk to tape); (b) "Remote Tape Backup" (i.e., backup of server(s) located outside of a Qwest CyberCenter to a tape library located within a Qwest CyberCenter); (c) "Non-Disruptive Backup" (i.e., primary to point-in-time copy to tape); and (d) "Point-in-Time Copy" (i.e., critical availability redundant access third mirror). Customer may only order "Managed Tape Backup" or "Remote Tape Backup" service under this Exhibit, which are ordered pursuant to the Hosting Order Form. If Customer wishes to order "Non-Disruptive Backup" or "Point-in-Time Copy" Backup Services, Customer must also purchase Storage Services from Qwest, which are provided pursuant to a separate Service Exhibit. A more detailed, technical description of the Backup Services and its various features and components (the "Backup Service Description"), which is subject to change at Qwest's sole discretion, is available upon request from the Qwest account representative. The Backup Service Description is subject in all respects to the Agreement between Customer and Qwest. In addition to the termination remedies set forth in the Agreement, Customer may terminate this Exhibit without liability (other than for charges accrued but unpaid as of the termination date) upon 30 calendar days prior written notice if Qwest materially and adversely changes the Backup Service Description, so long as written notice of such termination is delivered to Qwest within 30 calendar days of the effective date of such material adverse change. If Customer does not deliver such notice to Qwest within the specified period, Customer will be deemed to have waived its right to terminate this Exhibit.
- **8.2 Provision of Backup Service.** In order to properly configure and provide Backup Service, Customer must allow Qwest to log onto the Customer's server at the time of installation to validate the Network Interface Card (NIC), unless Qwest is already provided with root access in connection with the provision of certain managed Hosting Service. Customer will notify Qwest of any requested changes to their Hosting Services environment (e.g., reconfiguration of servers, changes in connectivity, Software, operating system, patches, etc.) that may affect the Service provided hereunder. Qwest has no responsibility or liability for maintaining or supporting Customer's applications or monitoring of Customer's database tables or other internal database features.

#### 8.3 Backup SLAs.

(a) Managed Tape Backup and Remote Tape Backup – "Restore SLA": Qwest will restore Customer's files from off-line storage to on-line storage. The maximum time to commence backup file restoration depends upon the location of the off-line storage media. The Backup SLA and corresponding Service credits (which are stated as a percentage of the MRC associated with the affected Backup Service) are set forth in the below table.

Off-line Storage Location	Maximum Time to Begin Restore	% of Monthly Invoice Credit
On-line Backup	Within thirty (30) minutes of notification to Qwest Customer Care	15%
On-site tape	Within thirty (30) minutes of notification to Qwest Customer Care	15%
Off-site tape	Within two (2) hours of receiving tape from offsite vaulting facility	15%

- (b) Remote Tape Backup (only) "Start Scheduled Backup Jobs SLA": Qwest will successfully start 95% of all: (i) scheduled and re-scheduled file system backup jobs; or (ii) database backup classes, within one hour of scheduled or re-scheduled start time over the course of a calendar month. "Re-scheduled file system backup jobs" refers to those jobs that for whatever reason did not complete during the original allotted time, which may be the result of failed initial backup jobs or Customer request. The re-scheduled start time will be mutually agreed upon between Qwest and the Customer. If Qwest fails to meet the Start Scheduled Backup Jobs SLA in any month, Customer will be entitled to a service credit equal to: the number of remote backup jobs that failed to meet the 95% performance criteria, divided by the total number of remote backup jobs for that month, multiplied by the MRC for that month for the specific Customer server(s) affected.
- (c) Any credits due pursuant to the Backup SLA will only be applied against the MRCs of the affected Backup Service and will not apply to any other MRCs or NRCs, including, without limitation, any charges associated with the Hosting Service or any other services provided by Qwest. Service credits will not be available in cases where the Backup SLA is not met as a result of: (i) the negligent acts or omissions of Customer, its employees, contractors, or agents or its end users, including, without limitation, any breach of the Provision of Backup Service Section of this Exhibit; (ii) the failure or malfunction of equipment, applications, or systems not owned or controlled by Qwest; (iii) circumstances or causes beyond the control of Qwest, including instances of Force Majeure Events; or (iv) scheduled service maintenance, alteration, or implementation (as defined herein). Backup SLAs only apply to Backup Services provided by Qwest. Accordingly, there are no SLAs associated with the availability (or unavailability) of Customer's applications or monitoring of Customer's database tables or other internal database features. If Customer is entitled to multiple credits under the Backup SLAs and the iQ SLA arising from the same event, such credits will not be cumulative and Customer will be entitled to receive only the maximum single credit available for such event (e.g., Customer will not be entitled to "double credits" in the event of network unavailability). Notwithstanding the foregoing, Customer may be entitled to separate, overlapping credits in the event of unrelated events affecting the Backup Service. Under no circumstances will Customer be entitled to credits in any one calendar month in excess of charges for 30 days of Backup Service. Customer's remedies for any and all claims relating to the Backup Service will be limited to those set forth in the Backup SLA.

#### 9. Monitoring Service.

- 9.1 Description of Monitoring Service. In connection with Customer's Hosting Service, Qwest will provide monitoring services ("Monitoring Services") of the following: (a) operating systems (OS); (b) web servers; (c) web applications; and (d) databases. There are no SLAs associated with the Monitoring Service. If Customer wishes to order management services for its OS, web servers/applications or databases, Customer must purchase Managed Hosting Services from Qwest, which are provided pursuant to a separate Service Exhibit. A more detailed, technical description of the Monitoring Services and its various features and components (the "Monitoring Service Description"), which is subject to change at Qwest's sole discretion, is available upon request from the Qwestaccount representative. The Monitoring Service Description is subject in all respects to the Agreement between Customer and Qwest. In addition to the termination remedies set forth in the Agreement, Customer may terminate this Exhibit without liability (other than for charges accrued but unpaid as of the termination date) upon 30 calendar days prior written notice if Qwest materially and adversely changes the Monitoring Service Description, so long as written notice of such termination is delivered to Qwest within 30 calendar days of the effective date of such material adverse change. If Customer does not deliver such notice to Qwest within the specified period, Customer will be deemed to have waived its right to terminate this Exhibit.
- 9.2 Provision of Monitoring Service. In consideration for the payment of any applicable charges and in accordance with any accompanying documentation, Customer will be granted the right to use certain Software (e.g., monitoring or back up agent software) furnished by Qwest in connection with the Managed Service ("Hosting Software"). Qwest will pass through to Customer all rights and warranties provided by third party licensors of the Hosting Software to the extent permitted. Qwest makes no representations or warranties with respect to the Hosting Software. Except as specifically set forth herein, Qwest has no obligation to provide maintenance or other support of any kind for the Hosting Software, including without limitation any error corrections, updates, enhancements, or other modifications. In order to properly configure and provide Monitoring Service, Customer must provide Qwest with temporary access to Customer's server in order to install the Hosting Software. Customer will notify Qwest of any requested changes to their Hosting Services environment (e.g., reconfiguration of servers, changes in connectivity, Software, operating system, patches, etc.) that may affect the Service provided hereunder. Qwest will have no responsibility or liability for maintaining or supporting Customer's applications or monitoring of Customer's database tables or other internal database features. Qwest will use reasonable efforts to acknowledge an alarm condition in customer's hosted environment within 15 minutes of the alarm activation (whether such alarm conditions are received via Qwest monitoring tools or by Customer).

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QWEST DEDICATED HOSTING SERVICES, INTERNET MASTER SERVICE or QWEST TOTAL ADVANTAGE AGREEMENT HOSTING SERVICES-DEDICATED HOSTING, MANAGED TAPE BACKUP AND INTERNET ACCESS ORDER FORM

ORDER INFORMATION								
I-Link Document Content ID Number:								
Internal Customer Order?   Yes   No If "Yes"	", PO #:	Qwest CyberCenter Location: STERLING						
New Account: 🛛 Existing Hosting Accoun	1	Minimum Service Term: 36 Months Term OMR Number: 1105740 (mandatory for non-st	andard pricing)					
Select service actions needed on this form: (check a <b>Install items:</b> Disconnect items: Change Proceeding (see order line item dropdown to specify items)  Full Hosting Disconnect:	all that apply.) ricing of items:	Qwest Hosting Services Product ordered as part of Storage: (SOF) ⊠ Yes ☐ No Managed (SOW) Services: ☐ Yes ☒ No Disaster Recovery Services: ☐ Yes ☒ No	of this solution:					
Records/Admin/Contract Change: Click to Choose If "Other":								
Customer Desired Turn-Up Date: 6/10/05 (Billing will commence on the actual turn-up date or the Customer desired date, whichever is later.)  Contract Type:   QTA IMSA (existing only)  Complete information on final page of Order Form								
PRIMARY CUSTOMER CONTACT CUSTOMER BILLING ADDRESS								
Company Name: Cetrom Inc.		Name: Cetrom Inc.						
Customer Contact Name: Chris Stark		Address: 818 West Diamond Ave						
Address: 818 West Diamond Ave		City: Gaithersburg						
City: Gaithersburg		State: MD	Zip: 20878					
State: MD	Zip: 20878	Phone Number301-990-4111						
Phone #: 301-990-4111	Fax #: 301-990-605							
User access password (optional):								
ADMINISTRATIVE CONTACT		BILLING CONTACT						
Name: Chris Stark	i ke papagan ana ana ana mandah dalam pangan ana anjawa sa indiri sa indiri-ang	Name: Chris Stark						
Phone:301-990-4111		Phone:301-990-4111						
Pager:		Pager:						
Cell Phone: 240-832-8458		Cell Phone: 240-832-8458						
Email: christopher.Stark@cetrom.net		Email: christopher.stark@cetrom.net						
TECHNICAL CONTACT (PRIMA	RY)	TECHNICAL CONTACT (SECO	NDARY)					
Name: Chris Stark	The state of the s	Name: Chris Stark	- to the same of t					
Phone:301-990-4111	ANNAL MICHAEL III MICHAEL DE PROMONIO PROPERTO DE LOS PROPERTOS DE LA COMPANSION DEL COMPANSION DE LA COMPAN	Phone:301-990-4111						
Pager:		Pager:						
Cell Phone: 240-832-8458		Cell Phone: 240-832-8458						
Email: christopher.stark@cetrom.com		Email:christopher.stark@cetrom.com						

## **COLOCATION SERVICES**

#### **CABINET SPACE**

Description	Action Qty Unit NRC Unit Total NRC Total MR	С
Full Rittal Cabinet (includes one 120VAC, 20A power circuit)	Install 5 \$1,035.00 \$425.00 \$5,175.00 \$2,125.0	0

#### ADDITIONAL POWER CIRCUITS

Description	Action	Qty of Circuits	Unit NRC/Circuit	Unit MRC/Circuit	Total NRC	Total MRC
120VAC, 20A NEMA 5-20R Quad receptacle	Install	5	\$865.00	\$195.00	\$4,325.00	\$975.00

#### ETHERNET PRICING TABLES

Precise Burstable Ethernet - Primary Ports 1 - Usage MRC's are per Mbps; 95th percentile measurement 2

	Level	Action	Minimum Usage (Mbps)/Port	Qty (Ports)		Unit MRC/Mbps		Minimum MRC
1		Install	20 Mbps	1	\$1,730.00	\$125.00	\$1,730.00	\$2,500.00
	Usage above Mir	nimum:	\$125.00 /Mbp	S			hadaaalaa	

Precise Burstable Ethernet - Primary Ports 2 – Usage MRC's are per Mbps; 95th percentile measurement 2

Level	Action	Minimum Usage (Mbps)/Port	Qty (Ports)	1		Total NRC	Minimum MRC
100 Mbps Port – Minimum	Install	0 Mbps	1	\$1,730.00	\$125.00	\$1,730.00	\$0.00
Usage above M	inimum:	\$125.00 /Mbp	)S				

<sup>2.</sup> Customers selecting Burstable bandwidth are billed based on 95<sup>th</sup> percentile utilization. The higher of inbound and outbound traffic is sampled every five minutes. Billing is based on the bandwidth level under which 95% of the month's samples fall. At the end of the billing period, the samples are ordered from highest to lowest. The result is a database of over 8,000 samples. The top 5% of the samples (representing the top 5% of usage levels) are discarded. The highest remaining sample is used to calculate the usage level. This is the 95<sup>th</sup> percentile of peak usage. For each Precise Burstable Port



QWEST DEDICATED HOSTING SERVICES, INTERNET MASTER SERVICE or QWEST TOTAL ADVANTAGE AGREEMENT HOSTING SERVICES-DEDICATED HOSTING, MANAGED TAPE BACKUP AND INTERNET ACCESS ORDER FORM

ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps.

Within each Precise Burstable Port classification (e.g. 10Mbps, 100Mbps), Customer will be subject to the minimum usage amount set forth in the column heading of the Precise Burstable pricing table ("Precise Burstable Minimum). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon it's 95<sup>th</sup> percentile of peak usage.

Hardware & IP Address Information	
Hardware Information	
Will other Qwest Services be ordered as part of this solution: Managed Secur   Managed Router: Yes	ity Services? Yes ☐ No ☒ Storage/Tape BU: Yes ☒ No ☐ Application/Database Monitoring: Yes ☐ No ☒
Hardware to be Installed: (Must attach Equipment Summary Worksheet)	от под пред пред пред пред пред пред под под под под под под под под под по
☐ Customer Purchased/Provided ☐ Leased (Other vendor purchased) ver	ndor name: (Equipment Acknowledgement Form Reg.)
IP Address Space Request & Justification	поветня в поветн
Current Internet Provider: QWEST	
Initial IP Addresses Requested/Needed:	Expected IP Addresses needed in 6 months:
Type of Network:	Number of Network Devices (servers, routers, etc.):
In a few sentences, please describe the purpose of the hosted environment:	

Qwest shall provide IP allocations based upon review of the client's needs, as exhibited by a network diagram, and other supporting documentation as necessary, demonstrating at least 50% utilization within the first year. Allocation will be in accordance with Qwest policy and the policies of its parent registry, the American Registry of Internet Numbers (ARIN).

#### Managed Tape Backup Services

#### **Backup Ports**

All customers who purchase Managed Tape Backup are required to purchase the following ports: Managed Tape Backup – 1 Ethernet port per server or switch connected to the TAN. Install charges (NRCs) are applied per port.

Type of Port	Unit NRC	Unit MRC	# of Servers	Quantity (# of Ports)	Total NRC	Total MRC	Action
* Gigabit Ethernet Port (Backup)	\$500.00	\$25.00	2	2	\$1,000.00	\$50.00	Install

Backup Software: MANDATORY for Customers ordering Managed Tape Backup Services, one copy of backup software is required per server being backed up.

The Veritas NRC above includes the cost of: (a) the Veritas software license (including any free upgrades or patches provided by Veritas); and (b) customer support, for as long as the customer is with Qwest. Customer is responsible for installing the software, including any upgrades or patches. The use of the Veritas software by Customer is subject to the terms and conditions of the Veritas license agreement applicable to the Veritas software, with no warranty of any kind from Qwest. Qwest disclaims any liability for loss, damage, or injury to any party as a result of the unavailability of or any defects, latent or otherwise, in the Veritas software. Ownership of the Veritas license remains with Qwest.

Managed Tape Backup Service Pricing				anggo stonich in the state	
Burgus Basin Burga Santa Basin B	Price per	Price per		Nec	
Check Backup Type Monthly Data		Transferred GB over	Total Minimum	N/A for Cold	Antian
		minimum	MRG	Backun	
	Performance and the state of th			- Daysu	
Hot: (Database Backup) 2,000 GB	\$1.25	\$1.25	\$2,500.00	\$3,000.00	Install

#### Notes:

- Managed Tape Backup is a usage-based service that tracks data moved between customer servers and the Qwest Tape Area Network. Qwest will always bill for the monthly amount defined above. If actual backed-up GB in any calendar month exceeds the Minimum Monthly Data Transfer amount above, the Price per Transferred GB will be applied to the overage. The billable overage amount will appear on customer's future invoice once calculated.
- If customer does not know how much data they will transfer each month, an amount for Minimum Monthly Data Transfer must be estimated. A general
  rule of thumb to use is approximately 6 times the amount of data residing on the Customer's servers that is to be backed up.

TOTAL COMMITMENTS:		garangaya sali	NRC	Minimum MRC
	Add Totals:	\$2	20,095.00	\$8,150.00
Waived Totals:		(%) disc.	(\$) discount	
Rack	/Cage Space:	75%	(\$3,881.25)	N/A
Additional P	ower Circuits:	10%	(\$432.50)	N/A
	Ethernet Port:	75%	(\$2,595.00)	N/A



QWEST DEDICATED HOSTING SERVICES, INTERNET MASTER SERVICE or QWEST TOTAL ADVANTAGE AGREEMENT HOSTING SERVICES-DEDICATED HOSTING, MANAGED TAPE BACKUP AND INTERNET ACCESS ORDER FORM

		88.150.00
Total Waived Discounts: (\$7.4	08.75)	N/A
Tape Backup Service Gig Port: 50%	(\$500.00)	N/A

Other Rates, Discounts and Terms and Conditions:

1. CyberCenter: The pricing set forth herein shall only apply to Ethernet Connections and Hosting Services (collectively, the "Services") provisioned to Customer at Qwest's STERLING Cybercenter ("Customer Site"). This Agreement shall be amended in writing to include additional Qwest CyberCenters. All other services at additional Qwest facilities or Cybercenters shall be ordered and priced separately and shall be provided by Qwest subject to availability.

This Agreement shall not be binding upon Qwest until countersigned by a Director of Offer Management for Qwest. Qwest reserves the right to withdraw the offer contained herein in the event this Agreement is not executed by Customer and delivered to Qwest on or before June 15, 2005.

Customer acknowledges by this signature that the signatory has the authority to represent the company in placing this order. Customer: CETROM, INC. **Qwest Communications Corporation** CHRISTOPHER STARK John David R. Robertson Print Name of Customer Print Name of Qwest Representative Signature of Customer Signature of Qwest Representative President Director, IP - Pricing and Offer Management Title Title Date Sales Order Information: New Account Set-up-QTA only: Will customer have QC service contributing to their monthly commitment? 

Yes 
No (If yes complete and attach the QC Record Order Request form and submit to the QC ordering hub). Customer Invoice/Discount Group ID #: Q.Central Sales Opportunity ID: 5340606 Q.Central Credit Approval ID: Sales Channel ID: qbpp Sales Group ID: qbpp0001 QWEST Sales Representative Information Partner/Affiliate/Reseller Name: Partner N/A Sales Rep Name: Brian Fox Partner Rep Name: Glenn Taggart Sales Rep ID: AJJF Partner Rep ID: k53U Sales Rep Phone #: Partner Rep Phone #: 410-729-5697 Sales Rep E-Mail: brian.fox2@qwest.com Partner Rep E-Mail: gtaggart@abttelecom.com Sales Manager Name: James Clevenger Partner Group ID: qbpp001 QIS Sales Representative Information (Order contact if different from or in addition to Sales Rep Information) Sales Specialist Rep Name: Scott j. Finamore Sales Specialist Rep ID: Sales Specialist Rep Phone #: 614-215-6834 Sales Specialist Rep E-Mail: scott.finamore@gwest.com Cell Phone: 614-668-5360 Sales Manager Name: ACCOUNT CONSULTANT/RESPONSIBLE INDIVIDUAL (Order contact if different from or in addition to Sales Rep Information) Phone #: QWEST ENGINEERING CONTACT INFORMATION SME Name: Carlos Heredia Name: Phone: 703-363-2270 Phone: Pager: Pager: Cell Phone: 571-214-0057 Cell Phone: Fax: 703-363-2210 Fax: Email: carlos.heredia@qwest.com Email:



[-	Link Document C			iber:	,			
Internal Customer Order? Yes No If "Ye				ition: Sterling,				
New Account: Yes ☐ No ☒ Mi					12 months Te			
Existing Hosting Account #: 65359899		OMR	Numbe	r: 112-4430	add service to	OMR #110~	1945	
Select service actions needed on this form: (check a					duct ordered as	part of this so	lution:	
Install items:⊠ Disconnect items:☐ Change Pricin	g of items: 🗌 (see	Storag	je: (SOF)	☐ Yes ☒ No	) <u> </u>			
order line item dropdown to specify items)				V) Services: 🔲				
Full Hosting Disconnect:	10000	Disasi	er Recov	ery Services:	_I Yes ⊠ No			
Records/Admin/Contract Change: Click to Choose	It "Other":		\ <del></del>	T. T. M. OTA	IMSA (existin	a only	·	
	ing will commence o	n   C	omnioto	information on	final page of Ord	g only) er Form		
the Start of Service Date.)			omplete	antomiation on	illiai page oi Oro	ei roiji		
PRIMARY CUSTOMER CONTA	CT				OMER BILLING	ADDRESS		
Company Name: First American CMSI				American CM	<u>SI</u>	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Customer Contact Name: Carl Bartels	,		dress: S	AME				
Address: 8671 Robert Fulton Drive Suite B		Cit						
City: Columbia	/wywww.minennina.commen.com/		ate:			Zip:	410433454-0-54 4-046000-04-6-4-0-04-0-1-1-1-1-1-1-1-1-1	
State: MD	Zip: 21046		Phone Number					
Phone #: 410-953-8483	Fax #: 410-953-20	01   Fa	X:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
User access password (optional):								
ADMINISTRATIVE CONTACT	<u> </u>			<del></del>	BILLING CONT.	ACT		
Name: Carl Bartels	r-1964 (196 <del>4) kalade de meas le construction (1964 - 1964 - 1</del>		Name: Michael Sheppard					
Phone:410-953-8483			Phone:410-953-8435					
Pager:			Pager:					
Cell Phone:			Cell Phone:					
Email: carlb@cmsinc.com		<u> </u>	Email: michael_sheppard@cmsinc.com  TECHNICAL CONTACT (SECONDARY)					
TECHNICAL CONTACT (PRIMA	KY)							
Name: Carl Bartels			Name:					
Phone:410-953-8483			Phone:					
Pager:		Pager: Cell Phone:						
Cell Phone:		Email:						
Email: carib@cmsinc.com	·	En	ıaıı:					
<u>.</u>								
COLOCATION SERVICES								
CAGE SPACE - INSTALL								
1				T	Unit	T. 11000	T ( ) ( ) ( )	
Description	-	Action	Qty	Unit NRC	MRC/Cage	Total NRC	Total MRC	
10x10 Cage Unit (power not included)	<u> </u>	Install	1	\$4,000.00	\$3,300.00	\$4,000.00	\$3,300.00	

ORDER INFORMATION

#### **CAGE SPACE - DISCONNECT**

Description	Action	Qty	Unit NRC	Unit MRC/Cage	Total NRC	Total MRC
First Right of Refusal-10x10 Cage	Disconnect	1	N/A	N/A	N/A	N/A

#### ADDITIONAL POWER CIRCUITS

Description	Action	Qty of Circuits	Unit NRC/Circuit	Unit MRC/Circuit	Total NRC	Total MRC
208VAC, 30A	Instali	2	\$865,00	\$705.00	\$1,730.00	\$1,410.00

#### Power Usage Audit and Power Usage Overage Charges:

Above MRCs on power circuits are the total power charges provided that Customer's usage does not exceed the "Consumed Power Density Limit."

Additional monthly charge of thirty-one cents (\$0.31) per Watt applies to Watts used in excess of the Consumed Power Density Limit. Also, usage above the Consumed Power Density Limit may require either a) the purchase of the use of additional footprint on an asavailable basis; or b) the movement of CPE from racks of higher density to racks of lower density; or c) a reduction in Customer's power consumption.

At Qwest's expense a manual amp clamp audit may be performed monthly by an Operations Support Staff and/or a licensed electrician to determine the used Watts per square foot ("Power Usage Audit") where each square foot of caged space counts as one square foot and each full cabinet counts as fifteen (15) square feet. At any time during Term, Qwest may change to an alternative non-manual method of power usage auditing per change to the Dedicated Hosting Collocation Description.



# INTERNET MASTER SERVICE AGREEMENT (H2) or QWEST TOTAL ADVANTAGE AGREEMENT (Hosting Order Form)

**Qwest Communications Corporation** 

John David R. Robertson

Print Name of Qwest Representative

If the Power Usage Audit reveals consumption of power over the Consumed Power Density Limit, then Qwest shall deliver a Power Usage Report to Customer based on the Power Audit, which Power Usage Report shows the following: i) the month's power overage in Watts; ii) associated overage charges; and iii) the used Watts per Square Foot.

#### **Consumed Power Density Limit is:**

Customer: FIRST AMERICAN CMSI

Print Name of Customer Representative

CyberCenter	Consumed Watts per sq. ft.
Sterling I	100/sq. ft.
Sterling II	125/sq. ft.

Note: per each contiguous 50 square feet or per the footprint ordered hereunder, whichever is less.

OTAL COMMITMENTS:	NRC			Minimum MRC	
Totals:		\$5	,730.00	\$4,710.00	
Hosting Service Discounts:	(%) dis	c.	(\$) discount		
Cage Space:	75		(\$3,000.00)	N/A	
Total Waived Discounts:	(\$3,000.00)		,000.00)	N/A	
Non-Waived TOTALS:	\$2,730.00			\$4,710.00	

This Agreement shall not be binding upon Qwest until countersigned by a Director of Offer Management for Qwest. Qwest reserves the right to withdraw the offer contained herein in the event this Agreement is not executed by Customer and delivered to Qwest on or before December 30, 2007.

Customer acknowledges by this signature that the signatory has the authority to represent the company in placing this order.

2.11	
Signature of Customer	Signature of Qwest Representative
(MI THE	Director, IP – Pricing and Offer Management
Title President Date 12-6-07	Title Date
Sales Order Information:	
New Account Set-up-QTA only: Will customer have QC service co complete and attach the QC Record Order Request form and submit to the	ntributing to their monthly commitment? 🔲 Yes 🔀 No (If yes
Customer Invoice/Discount Group ID #:	
Q.Central Sales Opportunity ID: 5730651	
Q.Central Credit Approval ID: 2727265	
Sales Channel ID: NBA MAJOR	
Sales Group ID: GMEA	
QWEST Sales Representative Information	Partner/Affiliate/Reseller Name: Partner N/A
Sales Rep Name: Eben Block	Partner Rep Name:
Sales Rep ID: V33F	Partner Rep ID:
Sales Rep Phone #: 703-363-2254	Partner Rep Phone #:
Sales Rep E-Mail: eben.block@qwest.com	Partner Rep E-Mail:
Sales Manager Name: Robert Kelley	Partner Group ID:
QIS Sales Representative Information (Order contact if different from	or in addition to Sales Rep Information)
Sales Specialist Rep Name: John Burgum	The state of the s
Sales Specialist Rep ID: A2N0	
Sales Specialist Rep Phone #: 703-264-2377	
Sales Specialist Rep E-Mail: John.Burgum Cell Phone: 202 285-4980	
Sales Manager Name:	
ACCOUNT CONSULTANT/RESPONSIBLE INDIVIDUAL (Order con	
Name: Phone #:	E-mail;
QWEST ENGINEERING CONTACT INFORMATION	
SE / PE	SME
Name: Carlos Heredia	Name:
Phone: 703-363-2270	Phone:
Pager:	Pager:
Cell Phone: 571-214-0057	Cell Phone:
Fax: 703-363-2210	Fax:
Email: carlos.heredia@qwest.com	Email:



12250 Rockville Pike

# **Fax Cover**

12250 Rockville Pike	Phone:	(888) 414-8111	
Second Floor		(301) 945-0700	
Rockville, MD 20852	Fax:	(301) 945-0600	
4.			
To: Seance			
Company:			
From: Randy Fiste	- 5	ataprise	
Date: 2/12/07			<u> </u>
Pages: (including cover shee	et) 🖇		
Fax: 877-277-4113			
Re:			
<b>≱</b> Urgent □For Review □Please	Reply		

Customer

Bill To

Dataprise

Dataprise

MSAID :

Addendum:

12250 Rockville Pike

ROCKVILLE MD 20852

Quote Date: February 07, 2008

IDC : DC/DC3

Form #

: 1~1ZUHD0

Revision: 1

Sales Person: Kurosh Modjahedpour

Alex Kit

Valid From: 2/4/2008

Through: 3/5/2008

Order Status: Final

Partner

Purchase Order No. No PO Required

Requested Service Date

: 02/20/2008

Initial Term : 36 Months

	* ******* * *	Description*	IDC	Qty	Monthly Recurring Cost	Non-Recurring Cost	Extended Monthly Fees	Extended Non-Recurring Fees
Ne	ew Services						is (1976)	Magazine ay saleterile
1	6RH-6W-FE-SU	BRH - FastE Line Asset - Setup	DC/DC3	1	\$0.00	\$187.50	\$0.00	\$187.50
2	BRH-BW-ASSET-FE	BRH - FastE Line Asset	DC/DC3	1	\$0.00	\$0.00	\$0.00	\$0.00
3	EXO-BW-BASE-U20	Bandwidth Base - 20 Mbps	DC/DC3	1	\$1,257.60	\$0.00	\$1,257.60	\$0.00
5	FH-SAVVIS-24- 4POST-RACK-	24" 4-Post Rack in Customer Space (No Power) - OPTION B - Pay Upfront	DC/DC3	9	\$0,00	\$271.25	\$0.00	\$2,441.25
6	FH-FULL-RAW-56SF- CAGE-DC3-SU	Raw Space (No Power/No Rack)Full 7x8 Cage in DC3 - SetUp	DC/DC3	4	\$0.00	\$375.00	\$0.00	\$1,500.00
7	FH-FULL-RAW-56SF- CAGE-DC3	Raw Space (No Power/No Rack)Full 7x8 Cage in DC3	DC/DC3	4	\$1,740.00	\$0.00	\$6,960.00	\$0.00
10	EXO-GOLD-AH	ISE Hands On Support - Hourly	DC/DC3	1	\$0.00	\$245.00	\$0.00	\$245.00
11	EXO-TELCO-XCON- DS3-SU	Cross Connect Telco Coax Set Up	DC/DC3	1	\$0.00	\$62.50	\$0.00	\$62.50
12	EXO-TELCO-XCON- D\$3	Cross Connect Telco Coax	DC/DC3	1	\$150.00	\$0.00	\$150.00	\$0.00
13	EXO-TELCO-XCON- T1-SU	Cross Connect Telco T-1 - Set Up	DC/DC3	3	\$0.00	\$37,50	\$0.00	\$112.50

Customer's Initials

Order Form: 1-1ZUHD0

		Description*	IDC	Qty	Monthly Recurring Cost No	on-Recurring Cost	Extended Monthly Fees	Extended Non-Recurring Fees
Ne	ew Services			35514300				
14	EXQ-TELCO-XCON-T	1 Cross Connect Telco T-1	DC/DC3	3	\$76.00	\$0.00	\$228.00	\$0.00
15	FH-PWR-20A120-P1- L5-20-DC3-\$U	20A-120V - L5-20- DC3 - SetUp	DC/DC3	13		\$137.50	\$0.00	\$1,787.50
16	FH-PWR-20A120-P1- L5-20-DC3	20A-120V - L5-20 - DC3	DC/DC3	13	\$160.00		\$2,080.00	\$0.00
17	FH-HALF-RAW-28SF- CAGE-DC3	Raw Space (No Power/No Rack)Half 4X7 Cage in DC3	DC/DC3	1	\$663.75		\$663.75	\$0.00
18	FH-HALF-RAW-28SF- CAGE-DC3-SU	Raw Space (No Power/No Rack)Half 4X7 Cage in DC3 - SetUp	DC/DC3	1	\$0.00	\$250.00	\$0.00	\$250.00
	Variable Usage above E	Base		-				
	EXO-BW-BASE-UV	Variable Bandwidth Price/Mbps Above Base	DC/DC3		\$200.00			
	Group Total	101.12					\$11,339.35	\$6,586.25
							negret transmit and	

All Currencies are in USD.

Customer's Initials

Order Form: 1-1ZUHD0

### Order Form Terms and Conditions:

- By signing this service order form ("Service Order"), Customer hereby orders the services described in this Service Order (the "Services"). SAVVIS will provide the Services pursuant to the terms of this Service Order and in accordance with the governing services agreement between Customer and SAVVIS, including any applicable Service Schedules, SAVVIS Service Guides, service level agreements ("SLAs") and any other documents that are expressly incorporated therein (collectively "Service Attachments"). A service order does not constitute a predecessor agreement for purposes of this section. If Customer does not issue a purchase order prior to the requested service date, this Order Form shall serve as Customer's purchase order.
- (2) Any Service Order which is not executed by Customer and accepted by SAVVIS within thirty (30) days of its creation date (as indicated herein) shall automatically expire and be rendered void. Without limiting any other SAVVIS right, acceptance of this Service Order Form is subject to SAVVIS credit approval.
- (3) Customer shall have three (3) business days from the date SAVVIS notifies Customer that the applicable services are installed and operational ("Installation Date") to confirm the delivery of such services via an executed Customer Acceptance Form ("CAF"). If Customer does not return the CAF within such 3 day period, SAVVIS may, in its sole option, either: (i) deem the CAF accepted and commence billing for Service as of the Installation Date, or (ii) terminate the applicable Services without liability or turther obligation, and charge Customer for any and all set-up fees, de-installation fees or other charges for the terminated Services. In addition, if SAVVIS is unable to deliver the Services on time due to the delay of Customer or its End Users or agents, SAVVIS may commence billing as of the date the Services would have been ready for delivery but for such delay.
- (4) SAVVIS may increase the rates associated with existing collocation facility services at any time after twelve months of the initial installation Date for such Service in order to pass through increases in such Service's underlying power facility costs. SAVVIS shall provide Customer with at least thirty (30) days prior written notice of the effective date of such rate change.

Customer's Initials

Order Form: 1-1ZUHD0

- (5) Customer acknowledges that there are important contract terms contained in the Agreement and Service Attachments. Customer's signature below constitutes its acceptance of the terms of the Agreement and Service Attachments.
- (6) Notwithstanding anything contrary in the Agreement, Customer shall not be billed for the Services outlined on this Service Order for 65 days following signature of this Service Order unless Customer begins using the Services at an earlier date. If Customer elects to cancel the Services prior to installation, cancellation fees as outlined in the Agreement shall apply.

The provisions of this Item 6 shall supersede any conflicting items and conditions in a prior Order Form and the applicable services agreement.

CUSTOMER	SAVVIS Communications Corporation
Signature:	Signature:
Print Name: DAUIS EISWER	Print Name:
Title: President & CEV	Title:
Date: <u> </u>	Date:

Customer's Initials\_\_\_\_

Order Form: 1-1ZUHD0

02/12/2008 11:30

## **Order Form**

Customer Bill To

Dataprise

12250 Rockville Pike MSAID :

Addendum: ROCKVILLE MD 20852

Quote Date: February 07, 2008 IDC : DC/DC3

Form # : 1-1ZUXPL Revision: 1 Sales Person: Kurosh Modjahedpour

Valid From: 2/1/2008 Through: 2/29/2008 Order Status : Final

Partner

Purchase Order No. No PO Required

Requested Service Date : 02/14/2008 Initial Term : 1 Months

Dataprise

		Description*	IDC	Qty	Monthly Recurring Cost N	Cost	Extended Monthly Fees	Extended Non-Recurring Fees
Ne	ew Services					6. See		
1	BRH-BW-FE-SU	BRH - FastE Line Asset - Setup	DC/DC3	1	\$0.00	\$600.00	\$0.0	0 \$600.00
2	BRH-BW-ASSET-FE	BRH - FastE Line Asset	DC/DC3	1	\$0.00	\$0.00	\$0.0	0 \$0.00
3	FH-CABINET-FULL- DC3-SU	Secure Cabinet in DC3 - SetUp	DC/DC3	1	\$0.00	\$860.00	\$0.0	0 \$860.00
4	FH-CABINET-FULL- DC3	Secure Cabinet in DC3	DC/DC3	1	\$688.00	\$0.00	\$688.0	\$0.00
5	FH-PWR-20A208-P1- L6-20-DC3-SU	20A-208V - L6-20- DC3 - SetUp	DC/DC3	1		\$440.00	\$0.00	3 \$440.00
6	FH-PWR-30A208-P1- L6-30-DC3	30A-208V - L6-30 - DC3	DC/DC3	1	\$400.00		\$400.00	\$0.00
7	EXO-BW-BASE-U2	Bandwidth Base - 2 Mbps	DC/DC3	1	\$208.60	\$0.00	\$208.60	\$0.00
	Variable Usage above B	Base			11. 100.			2.6
	EXO-BW-BASE-UV	Variable Bandwidth Price/Mbps Above Base	DC/DC3		\$200.00			!
	Group Total						\$1,296.60	\$1,900.00

All Currencies are in USD.

Customer's Initials

Order Form: 1-1ZUXPL

### **Order Form Terms and Conditions:**

- By signing this service order form ("Service Order"), Customer hereby orders the services described in this Service Order (the "Services"). SAVVIS will provide the Services pursuant to the terms of this Service Order and in accordance with the governing services agreement between Customer and SAVVIS, including any applicable Service Schedules, SAVVIS Service Guides, service level agreements ("SLAs") and any other documents that are expressly incorporated therein (collectively "Service Attachments"). A service order does not constitute a predecessor agreement for purposes of this section. If Customer does not issue a purchase order prior to the requested service date, this Order Form shall serve as Customer's purchase order.
- (2) Any Service Order which is not executed by Customer and accepted by SAVVIS within thirty (30) days of its creation date (as indicated herein) shall automatically expire and be rendered vold. Without limiting any other SAVVIS right, acceptance of this Service Order Form is subject to SAVVIS credit approval.
- (3) Customer shall have three (3) business days from the date SAVVIS notifies Customer that the applicable services are installed and operational ("Installation Date") to confirm the delivery of such services via an executed Customer Acceptance Form ("CAF"). If Customer does not return the CAF within such 3 day period, SAVVIS may, in its sole option, either: (i) deem the CAF accepted and commence billing for Service as of the Installation Date, or (ii) terminate the applicable Services without liability or further obligation, and charge Customer for any and all set-up fees, de-installation fees or other charges for the terminated Services. In addition, if SAVVIS is unable to deliver the Services on time due to the delay of Customer or its End Users or agents, SAVVIS may commence billing as of the date the Services would have been ready for delivery but for such delay.
- (4) SAVVIS may increase the rates associated with existing co-location facility services at any time after twelve months of the Initial Installation Date for such Service in order to pass through increases in such Service's underlying power facility costs. SAVVIS shall provide Customer with at least thirty (30) days prior written notice of the effective date of such rate change.

Customer's Initials

Order Form: 1-1ZUXPL

(5) Customer acknowledges that there are important contract terms contained in the Agreement and Service Attachments. Customer's signature below constitutes its acceptance of the terms of the Agreement and Service Attachments.

CUSTOMER	The state of the s	SAVVIS Commu	nications Corporation
Signature:	212	_ Signature: _	
Print Name:	DAVID Fisher	_ Print Name:	
Title:	President (EO	_ Title: _	
Date:	2/11/08	_ Date: _	

Customer's Initials

Order Form; 1-1ZUXPL



Company Name: Dataprise, Inc.

BAN: 357279 Order: ORD1310697

#### **Service Order**

**Contract Company** Dataprise, Inc. **BAN:** 357279

Name:

**Billing Company Name:** Dataprise **Insight Business** 119274

**Billing Company** 12250 Rockville Pike **Partner ID: Order Type:** 

Address:

Rockville, MD, 20852

United States

Vantive Company ID: 200819

<b>Contact Details</b>	Name	Phone	Email
Billing Contact	Accounts Payable	301-231-6082	
Order Contact	Eric Leff	301-945-0711	eleff@dataprise.com
<b>Technical Contact</b>	Eric Leff	301-945-0711	eleff@dataprise.com
On Site Contact	SAVVIS IDC Tech	N/A	N/A

	Document Number	Effective Date
Governing Agreement	MSA1029465	February 5, 2008

#### **Service Details**

Service Initial Term: 24 month(s)

Quote Number	Quote Type	Monthly Charges	Existing Charges		One Time Charges
98073	Envision	15539.92	11971.00	3568.92	957.00
98073	Envision	3961.60	3563.20	398.40	0.00
Total (USD)		19501.52	15534.20	3967.32	957.00

#### **Additional Terms**

31-Oct-2012

### **Customer Acceptance**

- 1. By signing this service order form ("Service Order"), Customer hereby orders the services described in this Service Order (the "Services"). The Services will be provided pursuant to the terms of this Service Order and in accordance with the governing service agreement between Customer and Savvis identified above, including any applicable Service Schedules, Savvis Service Guides, service level agreements ("SLAs") or any other documents attached thereto (collectively the "Agreement"), and this Service Order is subject to such Agreement. If Customer does not issue a purchase order prior to the requested service date, this Service Order shall serve as Customer's purchase order.
- 2. Any Service Order which is not executed by Customer within sixty (60) days of its creation date (as indicated herein) shall be cancellable by Savvis in its sole discretion. Without limiting any other Savvis right, acceptance of this Service Order Form is subject to Savvis credit approval.
- 3. Customer shall have three (3) business days from the date Savvis notifies Customer that the applicable

Page 1 of 2

Savvis Confidential Information

[\*\*\*ORD1310697 \*36 \*1924108516577780633403022391158463590927677607141\*2\*\*\*]



Company Name: Dataprise, Inc.

BAN: 357279 Order: ORD1310697

services are installed and operational ("Installation Date") to confirm the delivery of such services via an executed Customer Acceptance Form ("CAF"). If Customer does not return CAF within such 3 day period, Savvis may, in its sole option, either: (i) deem the CAF accepted and commence billing for Service as of the Installation Date, or (ii) terminate the applicable Services without liability or further obligation, and charge Customer for any and all set-up fees, de-installation fees or charges for the terminated Services. In addition, if Savvis is unable to deliver the Services on time due to delay of Customer or its End Users or agents, Savvis may commence billing as of the date the Services would have been ready for delivery but for such delay.

Savvis may increase the rates associated with existing co-location facility services at any time after twelve months of the initial Installation Date for such Service in order to pass through increases in such Service's underlying power facility costs and such increase shall be effective upon the date set forth in Savvis' written notice thereof to Customer.

4. The maximum Committed Electrical Capacity (CEC) that Customer is entitled to in each contiguous customer space is specified in the table below. For the purposes of the quote, the CEC equals the TOTAL purchased number of kilowatts in the Customer's space. CEC is subject to each circuit's available power, which equals the value of the volts of the circuit multiplied by the amps of the circuit, multiplied by 80 percent. If the circuit is a three-phase circuit, this calculation is further multiplied by one and seventy-three one hundredths (1.73). Customer accepts that Savvis may refuse any request for power that would cause the CEC in the Customer's space to exceed the CEC cap.

The Maximum CEC (kilowatts) specified in the table below supersedes all previous Order CEC's for the same contiguous space.

Quote Number	Data Center	Maximum CEC (kW)
98073	ZZDC3	30.8
98073	ZZDC3	8.4

Upon Customer's signature on this Service Order, any disclaimer referenced on the attached quote stating that such quote is non-binding shall be null and void with no force or effect.

SAVVIS Communications Corporation	Dataprise, Inc.
Name:	Name: Scott Gordon
Title:	Title: Chief Operating Officer
Date:	Date: 10/31/12



Company Name: Managed Tele.com

Quote #: 321974

Quote Expiration Date: 8/26/2014

MSA: MSA1009225

MSA Effective Date: 2005-04-29

#### **Service Order**

Company Name: Managed Tele.com

Billing Site Name: Managedtele

Billing Account Number: 269661

Currency: USD

Billing Address:

Street: 1350 Beverly Road

City, State, Zip: Mclean, Virginia22101

Primary Contact:Billing Contact:Name: Corey PerloffName: Randy Rhine

Email: cperloff@lmgdoctors.com Email: randy@enginuiti.com

Phone: 703-737-6011 Phone: 1 703-226-0555

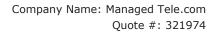
CenturyLink Contact Details	Name	Phone	Email
Sales Representative	John Taylor		john.taylor@savvis.com
Solutions Engineer	Mike Bell, Cabell Rives, Matt Malone	1 (703) 667-6105, , 703 667 6082	mike.bell@centurylink.com, cabell.rives@savvis.com,
			matt.malone@savvis.com

### **Quote Summary**

Quote Description (for informational purposes only)	
Renewal 2014	

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١	Initial Service Term
ĺ	24

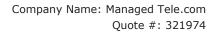
24 Months			
Totals Monthly Recurring Charges Install Charges			
New Totals	7,707.20	1,863.12	
Existing Totals	6,723.90	0.00	
Delta Totals	983.30	1,863.12	





Quote Expiration Date: 8/26/2014

Request	Otv	Product	Service Details - 24 Month  Product Configuration	1	let Recurring	Charges	Install Net
Туре	2-,	Family	. rouse comiguration			onal ges	Charges
				New	Existing	Delta	Install
Renewal with	1	Colocation	Colocation Power Allocation 2.0 (R) AIP 535916	4,760.00	4,000.00	760.00	693.12
Changes			Data Center: ZZDC3 kW: 15.2 <b>(10)</b>				
Add		Colocation	Colocation Enclosure 2.0  Data Center: ZZDC3 Quantity: 1 Enclosure Type: Customer Provided Enclosure Dimensions: N/A Pricing Plan: N/A	0.00	0.00	0.00	213.00
Renewal		Colocation	Colocation Enclosure 2.0  AIP 535917  Data Center: ZZDC3 Quantity: 3 Enclosure Type: Customer Provided Enclosure Dimensions: N/A Pricing Plan: N/A	0.00	0.00	0.00	
Add		Colocation	Colocation Power Distribution 2.0  Data Center: ZZDC3 Quantity: 1 Power Configuration: Primary/Redundant Pair Power Circuit: 30A/208V-Single Phase-L6	300.80	900.00		
Renewal		Colocation	Colocation Power Distribution 2.0 601.60  AIP 535918  Data Center: ZZDC3 Quantity: 2 Power Configuration: Primary/Redundant Pair Power Circuit: 30A/208V-Single Phase-L6				0.00
Renewal		Colocation	Colocation Power Distribution 2.0  AIP 535919  Data Center: ZZDC3 Quantity: 1 Power Configuration: Primary/Redundant Pair Power Circuit: 30A/120V-Single Phase-L5	159.80	159.80	0.00	0.00
Renewal		Colocation	Colocation Power Strip 2.0  AIP 535920  Data Center: ZZDC3 Quantity: 6 Power Strip Type: Customer Provided Power Strip		0.00	0.00	0.00
Add		Colocation	Colocation Power Strip 2.0  Data Center: ZZDC3  Quantity: 2  Power Strip Type: Customer Provided Power Strip	0.00	0.00	0.00	57.00
Renewal	1	Network	HAN Internet Access 3.0 (R) AIP 344666  Data Center: ZZDC3 Scenario: Colocation Internet Singleline FastE BGP: No	0.00	0.00	0.00	0.00





Quote Expiration Date: 8/26/2014

			Service Details - 24 Months	s			
Request Type	Qty	Product Family	Product Configuration	Monthly N	let Recurring	Charges	Install Net Charges
				New	Existing	Delta	Install
Renewal	1	Network	HAN Internet Bandwidth 3.0 (R) AIP 344667	610.00	687.50	-77.50	0.00
			Region: North America Usage Calculation: Sum of IDC aggregate 95th percentile of TOTAL Bandwidth for lines within group Base Bandwidth (Mbps): 50				
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 342639	150.00	150.00	0.00	0.00
			Data Center: ZZDC3 Cross Connect Type: Telco without Private Entrance Media Type: Cat5E (T1/PRI) CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0				
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 342641	150.00	150.00	0.00	0.00
			Data Center: ZZDC3 Cross Connect Type: Telco without Private Entrance Media Type: Cat5E (T1/PRI) CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0				
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 344656	150.00	150.00	0.00	0.00
			Data Center: ZZDC3 Cross Connect Type: Telco without Private Entrance Media Type: Cat5E (T1/PRI) CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0				
				<u> </u>	<u> </u>		
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 344657	25.00	25.00	0.00	0.00
			Data Center: ZZDC3 Cross Connect Type: Telco without Private Entrance Media Type: POTS/ISDN/DSL CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0				
Renewal	Renewal 1 Colocation Customer Access Extension 1.0 (R) AIP 344658			200.00	200.00	0.00	0.00
			Data Center: ZZDC3 Cross Connect Type: Telco without Private Entrance Media Type: COAX CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0				





Quote #: 321974

Quote Expiration Date: 8/26/2014

			Service Details - 24 Months	S			
Request Type	Qty	Qty Product Product Configuration Family		Monthly N	let Recurring	Charges	Install Net Charges
				New	Existing	Delta	Install
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 344659  Data Center: ZZDC3 Cross Connect Type: Telco without Private Entrance Media Type: POTS/ISDN/DSL	25.00	25.00	0.00	0.00
			CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0				
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 344660	75.00	75.00	0.00	0.00
			Data Center: ZZDC3 Cross Connect Type: Intra-Datacenter Media Type: Cat5E CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0				
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 344662	150.00	150.00	0.00	0.00
			Data Center: ZZDC3 Cross Connect Type: Telco without Private Entrance Media Type: Cat5E (T1/PRI) CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0				
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 344663	150.00	150.00	0.00	0.00
			Data Center: ZZDC3 Cross Connect Type: Telco without Private Entrance Media Type: Cat5E CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0				
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 344664	25.00	25.00	0.00	0.00
			Data Center: ZZDC3 Cross Connect Type: Telco without Private Entrance Media Type: POTS/ISDN/DSL CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0				
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 344665	150.00	150.00	0.00	0.00
			Data Center: ZZDC3 Cross Connect Type: Telco without Private Entrance Media Type: Cat5E CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0				



Company Name: Managed Tele.com

Quote #: 321974

Quote Expiration Date: 8/26/2014

	Service Details - 24 Months								
Request Type	Qty	Product Family	Product Configuration	Monthly I	Install Net Charges				
				New	Existing	Delta	Install		
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 344661	25.00	25.00	0.00	0.00		
			Data Center: ZZDC3 Cross Connect Type: Telco without Private Entrance Media Type: POTS/ISDN/DSL CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0						
Renewal	1	Colocation	Gold Support 1.0 (R) AIP 313400	0.00	0.00	0.00	0.00		
			Hours: 0.0 Type: No Commit						
			Group Totals	7,707.20	6,723.90	983.30	1,863.12		

Usage Per Unit	Tier	Usage Rate
1. HAN Internet Bandwidth 3.0		
Base Bandwidth (Mbps)	-	16.5
2. Gold Support 1.0		
Hours	-	196.0

#### **Customer Acceptance**

- 1. Upon Customer's signature on this quote (hereinafter, a "Service Order"), Customer hereby orders the services identified above ("Services"). The Services will be provided pursuant to the terms of this Service Order and in accordance with the governing service agreement between Customer and Savvis (hereinafter "CenturyLink") identified above, including any applicable Service Schedules, Service Guides, service level agreements ("SLAs") or any other documents attached thereto (collectively the "Agreement"), and this Service Order is subject to such Agreement.
- 2. Any Service Order which is not executed by Customer prior to the Quote Expiration Date (as indicated herein) shall be cancellable by CenturyLink in its sole discretion. Without limiting any other CenturyLink right, acceptance of this Service Order is subject to CenturyLink credit approval.
- 3. Notwithstanding anything to the contrary in the MSA, CenturyLink may (i) increase the rates associated with an existing Colocation Service at any time after twelve months of the initial Installation Date for such Service in order to pass through increases in such Service's underlying power facility costs and such increase shall be effective upon the date set forth in CenturyLink's written notice thereof to Customer and (ii) pass through to Customer any applicable energy or power consumption levies or charges assessed on CenturyLink and attributable to power use or consumption or emissions of greenhouse gases.

#### **Terms and Conditions**

1. Customer hereby commits to a monthly bandwidth amount ("Base Bandwidth") and agrees to pay the monthly charges associated with such Base Bandwidth. If, in any given month, Customer's "Actual Bandwidth" usage exceeds the Base Bandwidth, Customer shall pay, in addition to the Base Bandwidth charges, an Overage Charge calculated as follows: (Actual Bandwidth used less Base Bandwidth) multiplied by the variable usage rate defined in this Service Order.

CenturyLink uses a 95th percentile formula to calculate Actual Bandwidth as follows: The connection is sampled at standard intervals in the inbound and the outbound directions. For any given month, all the inbound samples collected for the month are sorted and the top 5% of samples are discarded and the peak value of the remaining 95% of the



Company Name: Managed Tele.com

Quote #: 321974

Quote Expiration Date: 8/26/2014

samples will yield the inbound 95th percentile usage. For the same month, all the outbound samples collected for the month are sorted and the top 5% of samples are discarded and the peak value of the remaining 95% of samples will yield the outbound 95th percentile usage. The higher of the inbound or the outbound 95th percentile usage rounded up to the nearest Mbps will yield the 95th percentile Actual Bandwidth usage.

Overage Charges are billed in arrears. For the first month only, if the Base Bandwidth ordered by Customer is not activated on the first of the month, the total charges will be prorated for the actual number of days the Base Bandwidth is in operation for the month.

- 2. The cross connect ordered herein provides connectivity to an existing CenturyLink service and shall be subject to all terms and conditions governing the existing Services, including a connectivity related SLA, if applicable. No others terms or conditions, including an SLA, shall apply.
- 3. The maximum Committed Electrical Capacity (CEC) that Customer is entitled to in each contiguous Customer Area is specified in the table below. For the purposes of the Service Order, the CEC equals the TOTAL purchased number of allocated kilowatts in the Customer Area. Customer acknowledges and agrees that CenturyLink may refuse any request for power that would cause the CEC in the Customer Area to exceed the Maximum CEC identified below.

The Maximum CEC (kilowatts) specified in the table below supersedes all previous Service Order CEC's for the same contiguous space.

Data Center	Maximum CEC
DC3 Cage A3136	15.2

4. Notwithstanding anything to the contrary elsewhere in the Agreement, Customer agrees that (i) CenturyLink has the right to use Customer's name, trademarks, or other proprietary identifying symbol for its marketing communication activities and (ii) CenturyLink may issue a mutually acceptable press release (approval of which shall not be unreasonably withheld) announcing Customer's selection or expansion with CenturyLink as its provider of colocation services.

#### **Additional Terms**

- 1. **Expedite Request Fee:** If Customer requests that CenturyLink accelerate a Service Delivery Date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, an initial flat fee of \$500, plus \$50 per day per service package for each day the actual delivery date precedes the Service Delivery Date identified by the order/project manager and documented in CenturyLink's order management system.
- 2. **Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the Service Delivery Date, Customer agrees to pay, as invoiced by CenturyLink, all of the following: (i) a change fee in the amount of \$500, (ii) \$150 per hour for work resulting from Customer changes implemented by CenturyLink, and (iii) third party charges and fees incurred by CenturyLink as the result of Customer's requested change.



Name:

Title:

Date:

Company Name: Managed Tele.com

Quote #: 321974

Quote Expiration Date: 8/26/2014

Upon Customer's signature on this Service Order, Customer acknowledges the Quote Description is provided solely for informational and illustrative purposes only and such Quote Description is nonbinding with no force or effect.

Savvis Communications	Corporation	DBA
CenturyLink TS		

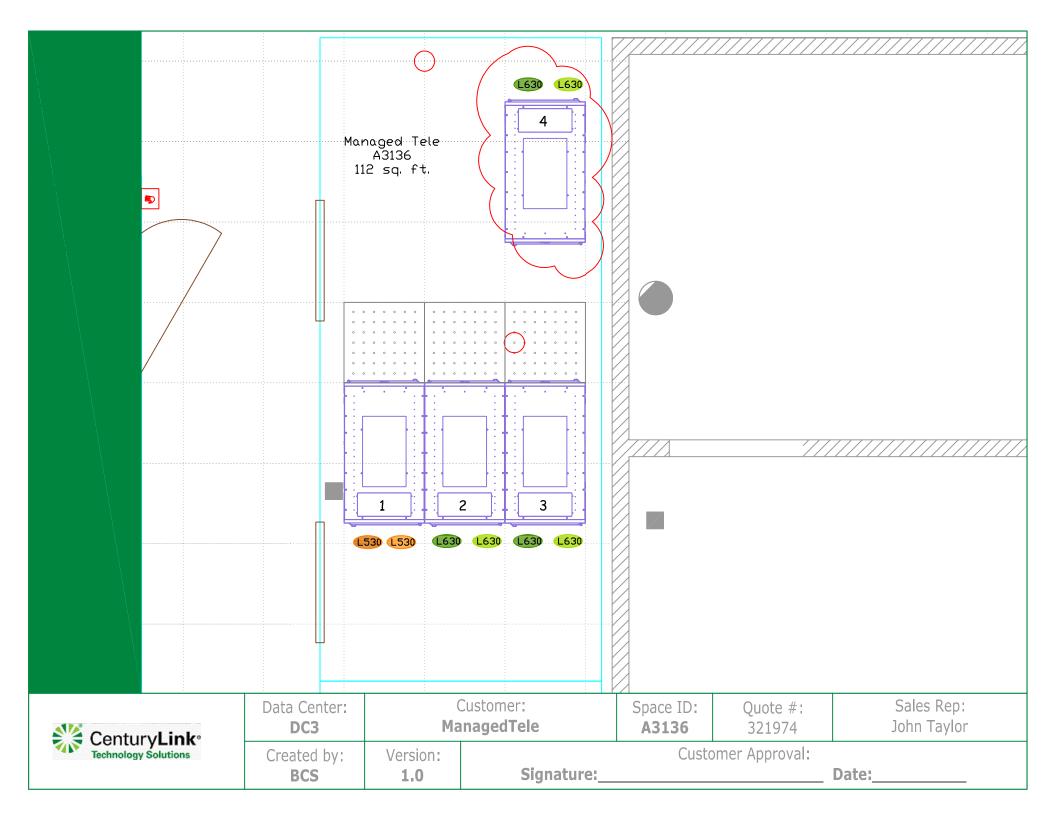
Managed Tele.com

Name: Paula A Hardiman

aulet Bardinan

Title: President

Date: 08/29/2014



Customer Bill To

International Computing Centre New York

MSA ID : Addendum :

International Computing Centre

Palais des Nations

GENEVA CH-1211

Switzerland

Quote Date: August 25, 2009

: 1-22XHYM

Revision: 1

: SV/NJ3

Sales Person: Carolyn Alex

Jeffrey Chester

Valid From: 8/11/2009

Through: 9/10/2009

Order Status : Final

IDC

Partner

Form #

Purchase Order No. No PO Required

**Requested Service Date** 

: 09/11/2009

Initial Term : 12 Months

		Description*	IDC	Qty	Monthly Recurring Cost Non-Recurring Cost	Extended Monthly Fees	Extended Non-Recurring Fees
Ne	ew Services						
1	FH-PWR-30A208-P1- L6-30-NJ3	30A-208V - L6-30 - NJ3	SV/NJ3	1	\$1,001.30	\$1,001.30	\$0.00
2	FH-PWR-30A208-P1- L6-30-NJ3-SU	30A-208V - L6-30- NJ3 - SetUp	SV/NJ3	1	\$558.00	\$0.00	\$558.00
3	FH-PWR-30A208-P1- L6-30-RED	Redundant - 30A- 208V - L6-30	SV/NJ3	1	\$159.80	\$159.80	\$0.00
4	FH-PWR-30A208-P1- L6-30-RED-SU	Redundant - 30A- 208V - L6-30 - SetUp	SV/NJ3	1	\$558.00	\$0.00	\$558.00
5	FH-PWR-20A208-P1- L6-20-NJ3	20A-208V - L6-20 - NJ3	SV/NJ3	5	\$711.45	\$3,557.25	\$0.00
6	FH-PWR-20A208-P1- L6-20-NJ3-SU	20A-208V - L6-20- NJ3 - SetUp	SV/NJ3	5	\$341.00	\$0.00	\$1,705.00
7	FH-PWR-20A208-P1- L6-20-RED	Redundant - 20A- 208V - L6-20	SV/NJ3	5	\$159.80	\$799.00	\$0.00
8	FH-PWR-20A208-P1- L6-20-RED-SU	Redundant - 20A- 208V - L6-20 - SetUp	SV/NJ3	5	\$341.00	\$0.00	\$1,705.00
9	FH-PDU-VERT-L6-30	L6-30 Vertical Mount Power Strip	SV/NJ3	2	\$0.00 \$270.94	\$0.00	\$541.88
10	FH-PDU-VERT-L6-20	L6-20 Vertical Mount Power Strip	SV/NJ3	10	\$0.00 \$191.58	\$0.00	\$1,915.80
11	FH-SAVVIS-24x42- CABINET-OPTION-A	24"x42" Cabinet in Customer Space (No Power) - OPTION A - Pay Monthly	SV/NJ3	4	\$96.90	\$387.60	\$0.00

Customer's Initials

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		Description*	IDC	Qty	Monthly Recurring Cost 1	Von-Recurring Cost	Extended Monthly Fees	Extended Non-Recurring Fees
Ne	w Services					-		
12	BRH-BW-ASSET-GIGE	BRH - GigE Line Asset	SV/NJ3	1	\$0.00	\$0.00	\$0.00	\$0.00
13	BRH-BW-GIGE-SU	BRH - GigE Line Asset - Setup	SV/NJ3	-1	\$0.00	\$465.00	\$0.00	\$465.00
14	FH-FULL-RAW-64SF- CAGE-NJ3-153W	Raw Space (No Power/No Rack)Full 8x8 Cage in NJ3 - 153W	SV/NJ3	2	\$2,720.00		\$5,440.00	\$0.00
15	FH-FULL-RAW-64SF- CAGE-NJ3-153W-SU	Raw Space (No Power/No Rack)Full 8x8 Cage in NJ3 - 153W - SetUp	SV/NJ3	2	\$0.00	\$1,054.00	\$0.00	\$2,108.00
16	FH-FULL-64SF-CAGE- AND-POWER- RESERVE-NJ3-153W	Reservation of Space and Power Full 8X8 Cage in NJ3 - 153W	SV/NJ3	1	\$3,400.00		\$3,400.00	\$0.00
17	EXO-BW-BASE-U2	Bandwidth Base - 2 Mbps	SV/NJ3	1	\$331.50	\$0.00	\$331.50	\$0.00
	Variable Usage above B	ase						
	EXO-BW-BASE-UV	Variable Bandwidth Price/Mbps Above Base	SV/NJ3		\$240.00			
	Group Total						\$15,076.45	\$9,556.68

All Currencies are in USD.

Customer's Initials\_

Order Form: 1-22XHYM

Rev: 1

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### Order Form Terms and Conditions:

- (1) By signing this service order form ("Service Order"), Customer hereby orders the services described in this Service Order (the "Services"). SAVVIS will provide the Services pursuant to the terms of this Service Order and in accordance with the governing services agreement between Customer and SAVVIS, including any applicable Service Schedules, SAVVIS Service Guides, service level agreements ("SLAs") and any other documents that are expressly incorporated therein (collectively "Service Attachments"). A service order does not constitute a predecessor agreement for purposes of this section. If Customer does not issue a purchase order prior to the requested service date, this Order Form shall serve as Customer's purchase order.
- (2) Any Service Order which is not executed by Customer within sixty (60) days of its creation date (as indicated herein) shall be cancellable by SAVVIS in its sole discretion. Without limiting any other SAVVIS right, acceptance of this Service Order Form is subject to SAVVIS credit approval.
- (3) Customer shall have three (3) business days from the date SAVVIS notifies Customer that the applicable services are installed and operational ("Installation Date") to confirm the delivery of such services via an executed Customer Acceptance Form ("CAF"). If Customer does not return the CAF within such 3 day period, SAVVIS may, in its sole option, either: (i) deem the CAF accepted and commence billing for Service as of the Installation Date, or (ii) terminate the applicable Services without liability or further obligation, and charge Customer for any and all set-up fees, de-installation fees or other charges for the terminated Services. In addition, if SAVVIS is unable to deliver the Services on time due to the delay of Customer or its End Users or agents, SAVVIS may commence billing as of the date the Services would have been ready for delivery but for such delay.
- (4) SAVVIS may increase the rates associated with existing co-location facility services at any time after twelve months of the initial Installation Date for such Service in order to pass through increases in such Service's underlying power facility costs. SAVVIS shall provide Customer with at least thirty (30) days prior written notice of the effective date of such rate change.

Customer's Initials

Order Form: 1-22XHYM

Rev: 1

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(5) Customer acknowledges that there are important contract terms contained in the Agreement and Service Attachments. Customer's signature below constitutes its acceptance of the terms of the Agreement and Service Attachments.

CUSTOMER	- / .	SAVVIS Communications Corporation
Signature:	Andreas Christoforides	Signature:
Print Name: Title:	Director, ICC	Print Name:Title:
Date:	27 August 2009	Date:

UNITED NATIONS
INTERNATIONAL COMPUTING CENTRE

I C C - C I C
CENTRE INTERNATIONAL DE CALCUL

Customer's Initials

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Proprietary and Confidential

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