

MASTER TERMS AND CONDITIONS

This Agreement is entered into on _____, 20__ (the “Agreement Effective Date”) by and between the Dacentec, Inc. and _____.

All orders for services placed after the Agreement Effective Date shall be governed by the terms and conditions set forth herein. Capitalized terms not defined herein shall have the meaning ascribed to them in the applicable Service Order or in the “**Certain Definitions**” attached hereto as “**Exhibit A**”.

Certain Required Information

Customer Notice Information:

Customer Full Legal Name: _____

Customer Notice Address: _____

Customer Notice Tel Number: _____

Customer Notice Fax Number: _____

Customer Email Address: _____

Customer Billing Information (if different from Notice Information set forth above):

Customer Billing Entity Name: _____

Customer Billing Address: _____

Customer Billing Tel Number: _____

Customer Billing Fax Number: _____

Customer Email Address: _____

Recitals

WHEREAS, Licensor controls a leasehold or ownership interest in portions of each telecommunications interconnection Facility described in the Service Order(s).

WHEREAS, Licensor operates each interconnection and collocation Facility, for the placement, operation and interconnection of communications and information technology equipment.

WHEREAS, Customer has requested that Licensor allow it access to certain portions of the Premises as more specifically identified on each Service Order for the purposes of locating certain communications and information technology equipment, cabling and other related activities in such designated portion of the Premises.

WHEREAS, Licensor is willing to provide specified services to Customer in the form of (i) a grant to Customer of a revocable license for the access to and use of the Licensed Area; (ii) non-exclusive access to the Premises for ingress and egress to and from the Licensed Area; and (iii) the provision of other specified support services, all on the terms and conditions set forth herein and on the Service Order(s) attached hereto and as may be placed by Customer from time to time.

Construction

Each Service Order shall incorporate by reference these Terms and Conditions and shall constitute a separate and independent contractual obligation of Licensor and Customer. In the event of a conflict between the Terms and Conditions and any Service Order, the language of the Service Order shall prevail.

1.0 **Grant of License; General Terms of Use**

1.1 **License Grant.** By executing this Agreement, Licensor grants to Customer, on the terms and subject to the conditions set forth in this Agreement, a License for access to and use of the Licensed Area for the Permitted Purpose. The License shall be revocable in accordance with the terms of this Agreement. Customer acknowledges that other licensees of Licensor will be using the Premises and that Licensor reserves the right to install and maintain conduits, cables and wiring along and adjacent to the ceiling above the Licensed Area and, in the case of raised flooring, the floor below the Licensed Area.

1.2 **Access to Premises and Licensed Area.** During the Term, provided that Customer is current in its payment obligations and has not breached any material term under this Agreement, Customer's Authorized Personnel shall be permitted to enter onto the Premises and shall have access to the Licensed Area to perform the work or services permitted by this Agreement twenty-four (24) hours per day, seven (7) days per week. Customer shall be liable for the actions of any Authorized Personnel. Authorized Personnel must carry photo-identification for presentation to Licensor or Licensor's agents, employees or representatives when entering the Premises. Customer shall keep the list of Authorized Personnel updated and accurate. In addition to the Authorized Personnel, Customer shall designate one person as the primary account contact and shall provide the name and contact information for the primary account contact on the Contact Information page appended to the end of this Agreement. Customer shall ensure at all times that the primary account contact information is accurate and complete. In no event shall Customer or any agent, representative, contractor or invitee of Customer, including without limitation, Authorized Personnel, have the right to access any portion of the Premises, other than the common areas and the Licensed Area. Licensor shall have the right to refuse access to the Premises and Licensed Area to anyone in its reasonable sole discretion if it determines that such person presents a hazard or security threat to Licensor or its other customers or if the License granted hereunder has been suspended or terminated.

1.3 **Equipment-Installation/Removal.**

1.3.1 **Installation.** Any delivery, installation, replacement or removal work with respect to Customer's Equipment shall be subject to review and approval by Licensor, such approval not to be unreasonably withheld or delayed. From time to time Licensor may request and Customer shall promptly provide information regarding Customer's Equipment, systems, proposed rack/cabinet layout and interconnections/cross-connect diagrams, and the identification of Customer's suppliers or contractors. All Equipment and Equipment installments shall strictly adhere to the "**Equipment Specifications**" section of the Facility Rules. Approval by Licensor is not an endorsement of Customer's supplier or contractor, and Customer will remain solely responsible for the selection of the supplier or contractor and all payments for construction work. Licensor recommends that Customer account for ceiling heights, existing duct work within the Premises and floor load limits when designing Equipment installations. Licensor shall have the right to reject cabinets extending higher than seven feet from the floor due to their potential to restrict the air flow in the Premises or extend too close to existing duct work and ladder racking. Customer shall not make, or cause to be made, any construction changes or material alterations to the interior or exterior portions of the Premises or Licensed Area, including any cabling or power supplies for the Equipment, without obtaining Licensor's written approval for Customer to have the work performed and otherwise complying with the terms of this Agreement. Licensor shall have no responsibility for any loss or damage to Customer's Equipment.

1.3.2 **Removal.** Customer agrees that, upon the expiration or termination of the License, Customer (or, at Licensor's election, the contractor designated by Licensor) shall promptly remove, at Customer's sole cost and expense, all cable, wiring, connecting lines, and other installations, equipment or property installed or placed by or for Customer in the Premises (except the Meet-Me-Area, connections within which shall be removed by Licensor),

and restore those portions of the Premises damaged by such removal to their condition immediately prior to the installation or placement of such items. If Customer fails to promptly remove all such items pursuant to this Section 1.3.2, Licensor may, at Customer's expense, remove and store such items and restore those portions of the Premises damaged by such removal to their condition immediately prior to the installation or placement of such items. Any Customer Equipment not claimed by Customer within 60 days of the expiration or termination of the License shall be deemed abandoned and ownership of such equipment shall automatically transfer to Licensor. Notwithstanding anything to the contrary contained in this Agreement, Customer shall not be permitted to remove any Customer Equipment from the Licensed Area at a time when Customer is delinquent in meeting its payment obligations or is in breach of any material term under this Agreement.

- 1.4 **Cross-Connections.** Only upon the prior express written consent of Licensor may Customer cross-connect its Equipment with equipment or services of any other customer or tenant of Licensor, including any sub-tenant/sub-licensee within the Premises. Failure to obtain the prior written consent of Licensor shall constitute a material breach of this Agreement and Licensor may pursue any legal or equitable remedy available to it, including immediate removal of such impermissible cross-connections and/or the immediate termination or suspension of the License granted by this Agreement without any liability. All installation and other work relating to the establishment of cross-connections with any party for which Licensor gives explicit written permission shall be established under the control and direction of Licensor and shall be carried out in the Meet-Me-Area.
- 1.5 **Licensed Area Relocation.** Licensor shall not arbitrarily or discriminatorily require Customer to relocate the Equipment to a relocated Licensed Area; however, Licensor shall have the right to relocate the Licensed Area within the Premises upon thirty (30) days' advance written notice to Customer or, in the event of an emergency, as determined by Licensor in its sole discretion, with such notice as Licensor may deem reasonable under the circumstances.
- 1.6 **Compliance with Laws, Facility Rules & Regulations.** Each of Licensor and Customer, at its sole cost and expense, shall comply with (a) all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction relating to its specific use or manner of use of the Licensed Area, and (b) all industry standards, practices and procedures. Customer's use of the Licensed Area, installation of Equipment and access to the Premises shall at all times be subject to and conditioned upon the strict adherence to the Facility Rules.
- 1.7 **Inspections.** Licensor may conduct reasonable inspections of the Equipment and Licensed Area as Licensor deems necessary or appropriate. Licensor will use commercially reasonable efforts to give Customer reasonable notice of such inspection, but under no circumstances will Licensor be required to notify Customer or obtain Customer's consent before entering the Licensed Area.
- 2.0 **Commencement Procedures; Fees and Charges; Security Deposit.**
- 2.1 **Commencement Procedures.** Customer, subject to the terms and conditions of the Agreement, shall be permitted to commence occupying the Licensed Area, provided the Customer has received from Licensor the Licensed Area Delivery Notice and has returned to Licensor the: a) executed Agreement and Service Order(s), Tax Exemption Certificate (if applicable) and completed Contact Information page attached hereto, b) Initial Payment c) Certificate of Insurance (as required by Section 13 of these Terms and Conditions), and d) such other information and documents as are required by the Agreement. In the event the Customer has not completed (or reached, in the sole reasonable determination of Licensor substantial completion of) occupancy of the Licensed Area within sixty (60) days following the Service Order Effective Date (or such other date as may be designated in the Service Order(s) as the "Start Date"), then Licensor may, in its sole discretion either (i) require of Customer additional assurances as to a projected occupancy date, (ii) designate another Licensed Area for the Customer, or (iii) elect by written notice to the Customer to revoke the applicable License, and thereby Customer shall be required to promptly vacate the originally designated Licensed Area, at Customer's expense.
- 2.2 **Recurring and Non-Recurring Fees and Charges.** Customer shall pay Licensor in advance the MRC, which shall include without limitation: charges for use and occupancy of the Licensed Area, power, interconnectivity, all as set forth in more detail below and quantified in the applicable Service Order(s). In addition to any MRC, Customer shall be charged certain NRC for Customer-ordered non-recurring charges, Licensed Area installation

services, cross-connect installation and technical support. All orders for space, services and technical support shall be filled at such rates as are in effect at the time of the provision of service, and Customer shall be responsible for any taxes that legally apply to Customer's order. In addition to the fees described above, Customer agrees to reimburse Licensor within 30 days after billing, for Customer's pro rata share of any costs incurred by Licensor due to the installation, operation, maintenance, use or licensing of the Premises, such pro rata share to be calculated by dividing the total number of square feet in Customer's Licensed Area by the total number of square feet in the applicable Premises. All Customer payments of Fees and Charges shall be made without setoff against any claims or obligations which may arise between Customer and Licensor under any other agreement or other contractual arrangement.

- 2.3 **Ordering.** Each order is a commitment for the Term set forth herein, and may not be cancelled unless the cancelled Services are replaced with new Services of equal or greater value or Licensor agrees to the cancellation in writing. Customer may place orders for Services by executing a Service Order or by submitting an order through the Customer Portal. In order to access the Customer Portal, the following requirements must be met: (a) the ordering party must be an existing Customer; (b) Customer's financial account must not be in arrears and (c) Customer must have contacted customer service to create a Customer profile and secure a username and password. Customer shall maintain the confidentiality of its account and password and shall restrict and grant access thereto. Customer is responsible and liable for all activities that occur under Customer's account. Licensor does not have any obligation to verify that anyone using Customer's account and password has Customer's authorization.
- 2.4 **Taxes.** Customer agrees to pay or reimburse Licensor for any applicable taxes which are or may be levied based on the transactions contemplated hereby and the services provided hereunder, excluding only Licensor's real estate and income taxes. Any such tax shall be invoiced and payable in accordance with the payment terms of the Agreement. Licensor agrees to provide Customer with reasonable documentation to support invoiced amounts for taxes within thirty (30) calendar days of receipt of Customer's written request. If appropriate, upon execution of this Agreement and as often thereafter as reasonably requested by Licensor, Customer shall provide Licensor with a properly executed certificate of tax exemption. Licensor shall give effect to such certificate on a prospective basis from the date of receipt, subject to applicable law.
- 2.5 **Invoices.** All payments from Customer for MRC shall be due and payable on the Payment Date. Any payments that remain unpaid five (5) days after the Payment Date shall be subject to a monthly late fee equal to 10% of the outstanding payment amount. Invoices for NRC shall be sent to Customer at the address indicated below and shall contain agreed-upon payment terms. All amounts are due in US dollars and all fees associated with the transfer or collection of funds shall be the responsibility of the Customer.
- 2.6 **Adjustment of Fees and Charges.** Except as may be provided in any Service Order, Customer's MRC shall be subject to change following the first year of the Initial Term of any License granted hereunder. Charges for power shall be subject to adjustment upon thirty (30) days' advance written notice. Customer's NRC shall be charged in accordance with the terms of each Service Order on which they are set forth.
- 2.7 **Security Deposit.**
- 2.7.1 **Amount.** Upon the signing and delivery of the Agreement to Licensor, Customer shall deposit with Licensor as security for performance of Customer's obligations hereunder, cash in the amount of the Security Deposit which shall be an amount equal to: (a) one month's projected MRC or (b) such other amount as is set forth in the Security Deposit Amount section on the applicable Service Order. Licensor shall not be required to maintain the Security Deposit in a separate account, and except as may be required by law, Customer shall not be entitled to interest on the Security Deposit. In the event that Licensor shall transfer all or any part of its interest in the Premises, Licensor may transfer the Security Deposit to such transferee and, upon the affirmative assumption of the Security Deposit by the transferee, shall be released by Customer from any and all liability for the return of the Security Deposit. Subsequent to the effective date of the Security Deposit transfer, Customer shall look only to such transferee for the return of the Security Deposit.

- 2.7.2 **Use of Security Deposit; Increase in Security Deposit Amount.** If Customer fails to pay any amount when due hereunder, then Licensor may draw upon the Security Deposit in the amount of the payment due but not made. If Customer's actual MRC increases or Customer's required monthly payments are received more than five (5) days after the Payment Date for two (2) consecutive months, Licensor, in addition to its other remedies hereunder, shall be entitled at its sole discretion to increase the required Security Deposit. Within three (3) business days after receipt of written notice of any deficiency in the amount of the Security Deposit (either due to withdrawals by Licensor or an increase in the required amount), Customer shall deposit with Licensor cash in an amount sufficient to restore the Security Deposit to its original or required increased amount. Customer's failure to do so shall constitute a material breach hereunder. Within forty-five (45) days after the later of (a) the expiration or earlier termination of the Agreement, or (b) Customer's vacating the Premises, and provided no default exists hereunder, Licensor shall return the Security Deposit less any portion thereof as Licensor shall have used to satisfy Customer's obligations under the Agreement.
- 2.8 **Invoice Disputes.** Customer shall provide Licensor with notice of any disputed invoiced amount in writing in accordance with the "Notice" provisions of this Agreement. Licensor shall not consider any dispute notice which is sent by Customer more than sixty (60) days following the date of the invoice in question. The parties will work together to resolve all disputes within thirty (30) calendar days of the date of the dispute notice. If Customer was billed in error, Licensor will provide Customer with a credit for the amount billed incorrectly. If the amount was billed correctly, Customer will pay the amount within fifteen (15) days of confirmation. Any open dispute that is not diligently pursued by the Customer beyond the thirty (30) day period will be considered closed in favor of Licensor and accepted in full.
- 2.9 **Service Commitment Period.** The License granted pursuant to the Agreement constitutes a committed term license. Interconnection Facility Services ordered pursuant to a signed Service Order shall not be cancelable by Customer except in accordance with the terms set forth below.
- 2.9.1 **Interconnection Facility Services Commitment.** Licensor shall not permit cancellation of Interconnection Facility Services except as set forth herein.
- 3.0 **Cancellation of Individual Interconnection Facility Services.** During the Initial Term, Customer may cancel a particular Interconnection Facility Service (but not all Interconnection Facility Services) prior to the expiration of the Initial Term by providing Licensor with thirty days' prior written notice provided, however, that Customer must replace the terminated Interconnection Facility Service with Interconnection Facility Services of equal or greater value in any Dacentec or AXS Facility. Cancellation of Interconnection Facility Services during the Initial Term without a corresponding replacement order for Interconnection Facility Services shall constitute a de facto termination of the Agreement effective as of the date upon which the first Interconnection Facility Service was cancelled and all acceleration amounts shall apply as of that date. During the Renewal Term, Customer may request cancellation of a particular Interconnection Facility Service (but not all Interconnection Facility Services) and Licensor shall evaluate and respond to such requests on an individual case basis. In the event that Customer's Interconnection Facility Service cancellations during a Renewal Term, when taken in the aggregate over a twelve-month period, result in a 50% or greater reduction in Customer's MRC, Licensor shall be entitled to treat such reductions as a de facto termination of the Agreement. A de facto termination shall be deemed effective as of the earliest Interconnection Facility Service cancellation during the relevant twelve-month period, and all acceleration amounts shall apply as of that date.
- 4.0 **Term.** License granted pursuant to this Agreement for use of a Licensed Area is a committed term license. The Initial Term of this Agreement shall be twelve (12) months commencing on the Agreement Effective Date. This Agreement shall be automatically renewable for twelve-month Renewal Terms thereafter, in each such case subject to earlier termination or revocation for cause, as provided herein. Under no circumstances will any Service Order survive the expiration or earlier termination of this Agreement. While Customer has no right to use the Services after the end of the Term, if Customer does so, Customer will remain bound by the terms and conditions of this Agreement and shall be obligated to pay for such Services at Licensor's then-current rates for so long as the Services are used by Customer. Licensor shall provide Services to Customer after the end of the Term at

Licensor's sole discretion and Licensor shall be entitled to terminate provision of the Services at will, such termination to be effective immediately upon notice to Customer.

- 4.1 **Elective Termination.** During the Initial Term, Customer may only terminate this Agreement or a Service Order for cause as set forth in Section 5 below or with Licensor's written acceptance of an elective termination. Customer may request elective termination of the applicable License(s) by submitting to Licensor one hundred twenty (120) days' prior written notice of the termination. Should Licensor accept the elective termination, Customer shall pay to Licensor, by way of liquidated damages and not a penalty, the aggregate MRC otherwise due for the remainder of the Initial Term (Licensor and Customer agreeing that Licensor's actual damages in such event are impossible to ascertain and that the amount set forth above is a reasonable estimate thereof), such payment to be received by Licensor no later than the effective date of the elective termination. Following the Initial Term, either party may effect elective termination of these Terms and Conditions or any Service Order, effective as of the expiration of the then-current Term, without payment of any special termination fees, upon one hundred twenty (120) days' prior written notice to the non-terminating party.
- 5.0 **Termination for Cause.** Either party may terminate this Agreement by giving written notice of termination to the other party if the other party breaches any material term or condition of this Agreement as set forth in Section 7 below and fails to cure such breach after written notice of the same.
- 6.0 **Interconnection Facility Services.**
- 6.1 **Licensor Services.** Licensor shall provide the following Interconnection Facility Services to Customer in addition to specific services described in any Service Order. Provided that the License granted hereby has not otherwise been terminated, revoked or suspended, and provided further that Customer is not in material breach or default in the performance of any of its obligations under this Agreement, and is otherwise current in fulfilling its payment obligations under this Agreement:
- 6.1.1 **Access.** Licensor shall provide Customer access to the Premises and Licensed Area consistent with Section 1.2 of this Agreement.
- 6.1.2 **Power.** Licensor shall provide DC power and/or AC power to the Licensed Area as per the allotment specified in the applicable Service Order. Licensor shall be responsible for repairing and maintaining the electrical system of the Premises and shall provide a generator to back up the power supply. Licensor makes no representation or warranty with respect to the generator and shall be responsible for repairing and maintaining the generator and for supplying fuel to the generator.
- 6.1.3 **Facility Maintenance Services.** Licensor shall maintain the Premises (but shall not have an obligation to maintain the Licensed Area) and shall provide maintenance services in a professional workmanlike manner consistent with telecommunications industry standards.
- 6.1.4 **Interconnection/Cross-Connect Services.** Upon acceptance of a Customer-executed Service Order, Licensor shall provide Interconnection Services at the pricing and rates provided in the applicable Service Order. Unless otherwise agreed to by Licensor, all Interconnection Services shall be performed in the Meet-Me-Area. In the event a conduit build is required for the purpose of extending connectivity to termination points outside of the Premises or the Meet-Me-Area (e.g. to other carriers within the Building not in the Meet-Me-Area), such conduit build-outs shall be on mutually agreed terms and shall be set forth on the applicable Service Order.
- 6.1.5 **Air Conditioning.** Licensor shall provide air conditioning service to the Premises consistent with telecommunications industry standards and shall be responsible for repairing and maintaining the air conditioning equipment.
- 6.1.6 **Fire Suppression.** Licensor shall supply a fire suppression system for the Premises consistent with telecommunications industry standards and shall be responsible for repairing and maintaining the fire suppression system in compliance with telecommunications industry standards.

- 6.1.7 **Lighting.** Licensor shall provide common overhead lighting for the Premises and shall be responsible for repairing and maintaining the common overhead lighting system.
- 6.2 **Service Level Agreement.** If Licensor fails to provide any of the above Interconnection Facility Services under the terms defined by this Agreement, Licensor agrees to provide a credit for service equal to the prorated Licensor billing for the portion of the MRC relating to the outage in question, provided Customer notifies Licensor within twenty-four (24) hours of Customer's inability to use the Interconnection Facility Services and further provided that the Interconnection Facility Services do not become unusable as a result of the actions or omissions of Customer, Customer's Authorized Personnel or circumstances or events beyond Licensor's control.
- 6.3 **Repairs & Maintenance.** Licensor shall use its good-faith efforts to provide Customer (except in the case of emergency, in which event Licensor shall use reasonable efforts, but shall not be required, to provide Customer with prior notice) not less than twenty four (24) hours prior notice of Licensor's intent to conduct facility maintenance services and planned repairs (including, but not limited to electrical, mechanical or plumbing work) that may disrupt the provision of Licensor's services to Customer. In the event such work will materially disrupt and/or interfere with the business of Customer within the Premises, Licensor and Customer will cooperate to determine an appropriate maintenance window to conduct such work. However, in emergency situations Licensor shall use reasonable care and precaution in order to minimize the disruption in Customer's business without the creation of a maintenance window.
- 7.0 **Breach of Agreement; Revocation of License.**
- 7.1 **Breach by Customer.** Each of the following shall constitute a material breach by Customer of this Agreement and all Service Orders related thereto: (a) failure by Customer to make when due payment to Licensor of any amounts due under the Agreement, including late fees and any other charges, and failure to make such payment within five (5) days of a Breach Notice identifying such failure; (b) violation by Customer of any provision of the Agreement (other than a provision related to payment) and failure to cure such violation within five (5) days of a Breach Notice identifying the same; (c) material breach by Customer of any other agreement, including the terms of any Service Order, between Licensor (or any of its affiliate companies) and Customer and failure to cure such violation within five (5) days of a Breach Notice identifying the same; (d) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer if such proceeding is not dismissed within thirty (30) days of filing; or (e) cessation of operations by Customer without payment to Licensor of all amounts owed or owing to Licensor through the date upon which Customer ceased operations. In the case of (a) above, Licensor shall be entitled to restrict Customer's access to and to suspend provision of power to the Licensed Area.
- 7.2 **Breach by Licensor.** Each of the following shall constitute a breach by Licensor of this Agreement and any Service Orders related thereto: (a) any material breach by Licensor of any provision of the Agreement that is not cured within thirty days of a Breach Notice identifying the same; or (b) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Licensor if such proceeding is not dismissed within thirty (30) days of filing.
- 7.3 **Licensor's Remedies.** In the event Customer breaches this Agreement in accordance with Sections 7.1(a), 7.1(b) or 7.1(c) above, Licensor shall have the right (without limitation of any other remedies hereunder or under applicable law or in equity) in its sole discretion, upon provision of a Default Notice to Customer, to revoke or suspend (in whole or in part) the revocable License granted hereby. Each of 7.1(d) and 7.1(e) above shall result in the automatic termination of this Agreement and all Service Orders related thereto and the aggregate MRC otherwise due for the remainder of the then-current Term shall become immediately due and payable to Licensor. In addition to the foregoing, and without limiting any other remedies of Licensor hereunder, or under applicable law or in equity, in the event of Customer's failure to cure any non-payment of fees and/or charges described in the related Breach Notice and subsequent Default Notice, Licensor shall be entitled to immediately or at any time thereafter terminate the Agreement, and the Agreement shall be deemed to have been terminated upon receipt by Customer of written notice of such termination. Upon such termination, Licensor shall be entitled to recover from Customer all damages Licensor may suffer by reason of such termination, all arrearages in Fees and Charges and other costs, charges, assessments, and reimbursements, the cost (including, without limitation, court costs and

attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Licensor may declare to be due and payable immediately, the aggregate MRC and other charges and assessments that would otherwise become due and payable during the remainder of the Term (in the absence of the termination of the Agreement). Upon the acceleration of such amounts, Customer agrees to pay the same at once, and further agrees such payment shall not constitute a penalty or forfeiture, but shall constitute liquidated damages for Customer's failure to comply with the terms and provisions of this Agreement (Licensor and Customer agreeing that Licensor's actual damages in such event are impossible to ascertain and that the amount set forth above is a reasonable estimate thereof). Furthermore, and without limiting any other remedies of Licensor hereunder, under applicable law or in equity, in the event of Customer's failure to cure any non-payment of fees and/or charges described in the related Default Notice, Licensor shall be entitled to prevent and otherwise take all commercially reasonable steps to restrict Customer's access to and/or removal of any Equipment from the affected Licensed Area ("Customer Equipment Retention"). Customer MRC (including power charges, to extent provision of power has not been suspended) shall continue to accrue and be payable by Customer, notwithstanding Licensor exercise of available remedies set forth herein. Licensor's right to Customer Equipment Retention shall continue until such time as Customer shall have paid in full all Fees and Charges due Licensor under this Agreement. In the event Customer fails to pay in full all amounts due, and has not responded to any Breach Notice or Default Notice within one hundred twenty (120) days of the date thereof, Licensor shall be entitled, in connection with any Customer Equipment Retention, to treat such Equipment as having been abandoned, and Licensor shall be entitled to retain ownership and possession of, and otherwise sell, transfer and/or dispose of said Equipment, consistent with applicable law.

7.4 **Customer's Remedies.** In the event Licensor breaches this Agreement in accordance with Section 7.2(a) or 7.2(b) above, Customer shall have the right, ten (10) days after submission of a Default Notice to Licensor, to terminate this Agreement and the Service Order(s) related to Licensor's uncured breach.

8.0 **Representations and Warranties.**

8.1 **Customer Representations.** Customer represents and warrants to Licensor that at all times (a) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding upon it and enforceable in accordance with its terms; (b) Customer has the legal right and authority and will maintain the legal right and authority during the Term of this Agreement, to use the Licensed Area and the Interconnection Facility Services as contemplated under this Agreement; (c) the performance of Customer's obligations under this Agreement and the use of the Interconnection Facility Services does not violate any applicable laws, rules, regulations, codes or ordinances; (d) Customer is not under investigation by any governmental authority for, and has not been charged with or convicted of, money laundering, drug trafficking, terrorist related activities and (e) Customer shall at all times conduct its business in a reputable manner and shall comply with all federal, state and municipal laws, rules, regulations and codes of ethics that are binding upon or applicable to Customer's business, equipment or personnel under or related to this Agreement.

8.2 **Licensor Representations.** Licensor represents and warrants to Customer that at all times (a) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding upon it and enforceable in accordance with its terms; (b) Licensor has the legal right and authority and will maintain the legal right and authority during the Term of this Agreement, to provide access to the Licensed Area and the Interconnection Facility Services as contemplated under this Agreement; (c) the performance of Licensor's obligations under this Agreement does not violate any applicable laws, rules, regulations, codes or ordinances; (d) Licensor is not under investigation by any governmental authority for, and has not been charged with or convicted of, money laundering, drug trafficking, terrorist related activities and (e) Licensor shall at all times conduct its business in a reputable manner and shall comply with all federal, state and municipal laws, rules, regulations and codes of ethics that are binding upon or applicable to Customer's business, equipment or personnel under or related to this Agreement.

9.0 **Eminent Domain.** In the event of a taking by eminent domain of all or any portion of the Premises so as to prevent, in Licensor's sole reasonable judgment, the utilization by Customer of the Licensed Area, the License shall terminate as of the date of such taking or conveyance with respect to the Licensed Area which is affected by such taking or conveyance, and the MRC to be paid by Customer shall be adjusted accordingly. Customer shall

have no claim against Licensor for the value of the unexpired Term of this Agreement or the applicable Service Order affected thereby (or any portion thereof) or any claim or right to any portion of the amount that might be awarded to the landlord of the Premises or Licensor as a result of any such payment for condemnation or damages.

- 10.0 **Damage to Premises.** If the Premises are damaged by fire or other casualty, Licensor shall give notice to Customer of such damage as quickly as practicable under the circumstances. Licensor shall have the option to terminate the License due to damage or destruction of the Premises and the License shall terminate as of the date of such exercise or decision as to the affected Licensed Area, and the MRC to be paid by Customer shall be adjusted accordingly. If Licensor does not exercise the right to terminate, then Licensor shall restore the Premises to substantially the same condition it was in prior to the damage, completing the same with reasonable speed considering all of the facts and circumstances. In no event shall Licensor have any obligation to repair or replace Equipment. In the event that Licensor shall fail to complete the repair within a reasonable time period under the circumstances, Customer shall thereupon have the option to terminate the relevant License and applicable Service Order(s) with respect to the affected Licensed Area, which option shall be the sole remedy available to Customer against Licensor under this Agreement relating to such failure. If the Licensed Area or any portion thereof shall be rendered unusable by reason of such damage, the MRC for such Licensed Area shall proportionately abate, based on the amount of square footage of the Licensed Area which is rendered unusable, for the period from the date of such damage to the date when such damage shall have been repaired for the portion of the Licensed Area rendered unusable.
- 11.0 **Limitation of Liability; No Warranty.** In no event shall either party, its members, managers, officers, directors, employees or representatives be liable for any special, incidental, direct, indirect, punitive, reliance or consequential damages, whether foreseeable or not.
- 11.1 EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND IN ANY APPLICABLE SERVICE ORDER, THE LICENSED AREA IS ACCEPTED "AS IS" BY CUSTOMER. LICENSOR DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO THE PREMISES, AND THE PROVISION OF ALL INTERCONNECTION SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED IN THIS AGREEMENT, IT IS SPECIFICALLY UNDERSTOOD AND AGREED, SUCH AGREEMENT BEING A PRIMARY CONSIDERATION FOR THE EXECUTION OF THIS AGREEMENT BY LICENSOR, THAT IF LICENSOR SHALL FAIL TO PERFORM ANY COVENANT, TERM OR CONDITION OF THIS AGREEMENT UPON LICENSOR'S PART TO BE PERFORMED AND, AS A CONSEQUENCE OF SUCH DEFAULT, CUSTOMER SHALL RECOVER A MONEY JUDGMENT AGAINST LICENSOR, SUCH JUDGMENT SHALL BE SATISFIED ONLY OUT OF AN AMOUNT EQUAL TO THE TOTAL FEES ACTUALLY PAID BY CUSTOMER IN CONNECTION WITH THE APPLICABLE SERVICES AND NEITHER LICENSOR NOR ANY OF ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE FOR ANY DEFICIENCY. IT IS UNDERSTOOD THAT IN NO EVENT SHALL CUSTOMER HAVE ANY RIGHT TO LEVY EXECUTION AGAINST ANY PROPERTY OF LICENSOR OTHER THAN THE TOTAL FEES ACTUALLY PAID IN CONNECTION WITH THE APPLICABLE SERVICES AS HEREINBEFORE EXPRESSLY PROVIDED. IN THE EVENT OF THE SALE OR OTHER TRANSFER OF LICENSOR'S RIGHT, TITLE AND INTEREST IN THE PREMISES, LICENSOR SHALL BE RELEASED FROM ALL LIABILITY AND OBLIGATIONS UNDER THIS AGREEMENT THEREAFTER ACCRUING, PROVIDED THAT LICENSOR'S SUCCESSOR IN INTEREST SHALL ASSUME THE RIGHTS AND OBLIGATIONS OF LICENSOR UNDER THIS AGREEMENT AS OF THE EFFECTIVE DATE OF SUCH TRANSFER.
- 12.0 **Indemnity.** Customer shall indemnify, defend, release and hold Licensor and all of its members, managers, affiliates, agents, clients, consultants, customers, employees, subcontractors, invitees, shareholders, directors, officers and licensees harmless from and against any action, claim, court costs, damages, demands, expense, liability, loss, penalty, proceeding or suit, including reasonable attorneys' fees, costs and disbursements (collectively "Claims") arising from or relating to injury to person or property, including death, as a result of any act or omission (whether intentional, negligent or otherwise) by Customer in connection with the Premises or

Licensed Area, the provision of Interconnection Services, or otherwise related to the exercise by Customer of the License granted to Customer under this Agreement

- 13.0 **Insurance.** Customer shall keep in effect such insurance coverages as are set forth below for each Licensed Area. Customer shall maintain, at its expense, commercial general liability insurance for the Licensed Area. Such coverage shall: (a) contain blanket contractual liability coverage that covers Customer's liabilities arising out of this Agreement; (b) have a single limit of not less than one million dollars (\$1,000,000), an aggregate limit of not less than two million dollars (\$2,000,000) and include umbrella or excess liability insurance with a combined single limit of not less than three million dollars (\$3,000,000); (c) cover any third parties performing work in the Premises; (d) name Customer as insured and Licensor as additional insured (e) be considered primary, regardless of any insurance carried by Licensor. Customer shall maintain "all risk" property insurance in the full replacement value of Customer's Equipment and personal property in the Premises. Customer shall procure and maintain workers' compensation and employer's liability insurance in accordance with the laws of the state in which the Facility is located. Employers liability insurance shall have a limit of not less than: (a) one million dollars (\$1,000,000) Bodily Injury Each Accident; (b) one million dollars (\$1,000,000) Bodily Injury By Disease – Each Person; and (c) one million dollars (\$1,000,000) Bodily Injury By Disease – Policy Limit. All insurance required under this License Agreement shall be issued by insurers rated in "Best's Insurance Guide" with a "General Policyholders Rating" of at least "A-" for "Financial Strength" and a "Financial Size Category" rating of at least X. Such Insurers shall be authorized to do business in the state in which the Facility is located. Prior to occupying the Licensed Area, Customer shall submit to Licensor evidence that Customer has the insurance policies required hereunder in effect and shall provide to Licensor certificates, with copies of all applicable endorsements attached, to Licensor before the commencement of this License. Customer shall ensure that Licensor receives at least ten (10) days' prior written notice before any policy is cancelled or materially modified. If any work is to be performed for Customer's improvements, the certificate shall be delivered by Customer to Licensor prior to commencement of the improvements. If Customer fails to obtain the necessary coverages, Licensor may obtain such coverages at Customer's expense or Customer will sign a letter Agreement holding Licensor harmless from loss. Customer's property insurance shall include a waiver of subrogation in favor of Licensor. Failure to comply with this Section 13 shall constitute a material breach of this Agreement.
- 14.0 **No Property Interest; Sole Use of Licensed Area by Customer; No Assignment or Sub-License.** Customer acknowledges that the rights granted to Customer hereunder do not constitute an easement of any portion of the Premises. Customer further acknowledges that it has been granted only a license to occupy the Licensed Area and that it has not been granted any real property interest in the Licensed Area or the Premises. Customer further agrees that, subject to required procedures and conditions to any sublicense (set forth below), none of this Agreement, any Service Order or any interest created herein shall be assigned, mortgaged, subleased, sub-licensed, encumbered or otherwise transferred by Customer by any act or omission on the part of Customer, directly or indirectly, including by way of any transfer of all or any portion of the ownership interests or assets of Customer to a third party, without Licensor's prior written consent. Customer further agrees that neither the Licensed Area or any part thereof shall be used or occupied, nor permitted to be used or occupied, by any entity (including any affiliated entity) other than Customer. Any attempt to allow the use or occupancy of the Licensed Area by any entity other than Customer, or to assign, mortgage, sublease, sub-license or encumber any rights under this Agreement by Customer shall be void and constitute a material breach of the License granted hereby, unless otherwise agreed to in writing by Licensor. In the event Customer desires to sub-license or assign this Agreement, Customer shall pay to Licensor \$1,500 to cover the legal costs of the sub-license or assignment documentation review. Additionally, as a condition to acceptance of the sub-license or assignment, Licensor may require Customer to accept additional reasonable terms. Each Sub-license agreement shall be subject to Licensor's written approval of terms, which shall not be unreasonably withheld, and shall: (i) incorporate all of the terms and conditions (other than economic/commercial terms) contained in, and shall not otherwise be inconsistent with, this Agreement; (ii) contain an affirmative assumption by the Sub-licensee of all of the obligations of Customer contained in this Agreement; (iii) contain a provision for Licensor to enforce as against any Sub-licensee directly any of the provisions contained in this Agreement or such sub-license agreement; and (iv) provide that no additional sub-licenses by Sub-licensee shall be permitted.

- 15.0 **Mechanics Liens.** If any mechanics lien or other liens shall be filed against the building, the Premises or property of Licensor, or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for Customer or by reason of any changes, or additions to Licensor property made at the request or under the direction of the Customer, Customer shall, within thirty (30) days after receipt of written notice from Licensor either pay such lien or cause the same to be bonded off in the manner provided by law. Customer shall also defend on behalf of Licensor, at Customer's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens and Customer shall pay any damage and discharge any judgment entered thereon.
- 16.0 **Subordination.** All rights of Customer hereunder are and shall be subject and subordinate in all respects to all security interests on the Premises and in the assets of Licensor. This Section 16 shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Customer shall promptly execute, acknowledge and deliver any instrument that Licensor or the landlord of the Premises may reasonably request to evidence such subordination. Customer covenants and agrees not to execute any security agreements, Uniform Commercial Code financing statements, chattel mortgages, conditional bills of sale, leases or other title retention agreements or any modifications, extensions, replacement or amendments thereto in connection with the purchase of, or covering or affecting any fixtures, equipment or personal property used at the Premises, except to the extent the same relate only to Customer's property: (a) which does not constitute a fixture or part of the Premises under the law of the State within which the Facility identified on each Service Order is located and (b) the removal of which will not damage the Premises.
- 17.0 **General Provisions.**
- 17.1 **No Joint Venture.** Neither party is authorized to assume or create any obligation on behalf of, in the name of, or binding upon the other party, nor shall this Agreement in any way create, give rise to, or be deemed a joint venture or partnership between the parties.
- 17.2 **No Solicitation.** Customer shall not use the Premises or Licensed Area for marketing or solicitation purposes. Customer shall place no signs or marking of any kind (except for a sign or other identification affixed to Customer's Equipment and reasonably necessary to identify Customer's Equipment, and which shall include a list of emergency contacts with telephone numbers), in the Premises or Licensed Area. Customer shall not, and shall make sure that its Customer Representatives shall not, during the Term of this Agreement and for a period of six (6) months thereafter, directly or indirectly (i) solicit, employ, offer to employ or engage as a consultant, any employee of Licensor; or (ii) pay or offer to pay any employee of Licensor any compensation (in cash or in kind), gifts or entertainment as an inducement (stated or implied) to perform any services in the Premises or Licensed Area for Customer or any Customer Representative. Any violation of this provision shall constitute a material breach of this Agreement.
- 17.3 **Force Majeure.** Licensor shall not be liable for any damage or claim of damage arising from or relating to delays, failures to perform, damages, losses or destruction or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to, acts of God, fire, explosion, flood, water, the elements, vandalism, cable or fiber cuts, labor disputes or shortages, utility curtailments, power failures, civil disturbances, or any law, order, or regulation of any department, agency, commission, court, bureau, corporation or other instrumentality of one or more of said governmental agencies, or any law, order, regulation, direction, action or request thereof, national emergency, insurrection, riot, war, strike lockout or work stoppage, or other labor difficulties, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, of any other cause beyond Licensor's reasonable control.
- 17.4 **No Waiver; Binding Effect; Amendment; Merger.** The failure of Licensor to enforce or insist upon compliance with any of the provisions of this Agreement (including Facility Rules) or the waiver thereof, in any instance, shall not be construed as a waiver or relinquishment of any other instance, or of any other provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be amended except by an instrument in writing, executed by the parties. This Agreement supersedes and merges all prior agreements, promises, understandings, statements representations, warranties, indemnities and covenants and all inducements to the making of this Agreement relied upon by either

party, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. No representation, statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever.

- 17.5 **Choice of Law; Severability.** THIS AGREEMENT SHALL BE IN ALL RESPECTS GOVERNED AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE WITHIN WHICH THE LICENSED AREA IS LOCATED, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part, for any reason, such illegal, unenforceable or invalid provision or part shall be stricken from this Agreement and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement.
- 17.6 **Further Assurances; Customer Certifications.** The parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intended purposes of this Agreement. In such regard, Customer agrees, within ten (10) days of written request, to provide written acknowledgement or other form of certification as may be necessary or advisable to confirm the commercial terms and status of this Agreement and any License granted hereunder.
- 17.7 **Counterparts; Agreement by Facsimile Transmission.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute one and the same instrument. Each party agrees that the execution and delivery of this Agreement by facsimile shall have the same force and effect as delivery of original signatures and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by the parties to the same extent that an original signature could be used.
- 17.8 **Notices.** All notices or consents required or permitted to be given hereunder shall be in writing to the Customer at the address set forth in the "Certain Required Information" section set forth above and to the Licensor if sent to the appropriate Dacentec, Inc. 801 Main Street NW, Lenoir, NC 28645 – support@dacentec.com. Notices shall be deemed to be duly given if sent via: (a) hand delivery, (b) certified mail return receipt requested postage prepaid, (c) nationally recognized overnight courier service, (d) via e-mail provided such e-mail is affirmatively acknowledged by the receiving party.
- 17.9 **Confidentiality.** a) Each party expressly undertakes to retain in confidence all Confidential Information (including, with respect to Customer, the identification of other licensees of space at the Premises) and know-how, in whatever form transmitted. This obligation shall extend to the disclosing party's Confidential Information and to any third party Confidential Information that the disclosing party has in its possession under obligations of confidentiality and discloses in any way to the receiving party. The receiving party shall treat the Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care, and will make no use of such Confidential Information during the existence of this Agreement except as otherwise specified herein. The Receiving Party shall have no obligation to maintain the confidentiality of information that: (i) it received rightfully from another party without restrictions on disclosure prior to its receipt from the disclosing party; (ii) the disclosing party has disclosed to an unaffiliated third party without any obligation to maintain such information in confidence; (iii) is or becomes available to the public through no breach of this Agreement; (iv) is approved for release by the disclosing party, but only to the extent of such authorization; (v) is independently developed by the receiving party or (vi) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure, and only if the receiving party first gives sufficient notice to the disclosing party of the requirement for the disclosure in order to allow the disclosing party an opportunity to obtain an appropriate protective order. The parties agree that a breach of the terms of this Section 17.9 would result in irreparable injury to the disclosing party for which a remedy in damages would be inadequate. Customer shall not issue any press release or public announcement with respect to Customer's point of presence in any Dacentec Facility without first securing Licensor's approval of such press release or public announcement. The parties agree that in the event of such breach or threatened breach, the disclosing party shall be entitled to seek an injunction to prevent the breach or threatened breach, in addition to remedies otherwise available for such specific performance or injunctive relief, that the disclosing party has an

adequate remedy at law. Notwithstanding the foregoing, Customer grants to Licensor a license to use Customer's name and logo in connection with Licensor's marketing and publicity efforts, including use in press releases, brochures and advertising and upon Licensor's request, will issue a joint press release announcing Customer's presence in each Dacentec Facility.

- 17.10 **Time of the Essence.** Time is of the essence in all things to be done, including all payments to be made by Customer under this Agreement.
- 17.11 **Attorney's Fees.** In the event of any legal action by which Licensor either seeks to enforce or defend its rights under this Agreement or any License granted hereunder (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, Customer shall pay Licensor's attorney's fees and court costs.
- 17.12 **Entire Agreement.** The Service Order(s) referenced in and attached to these Terms and Conditions, as well as the subsequent Service Orders executed in connection with these Terms and Conditions, form a part of and shall be deemed an integral part hereof to the same extent as if written in whole herein.

IN WITNESS WHEREOF, the Parties have executed these Terms and Conditions as of the date first written above.

Dacentec, Inc.

By: _____

Name:

Title:

Customer Name

By: _____

Please Print Name:

Please Print Title:

EXHIBIT A
CERTAIN DEFINITIONS

“Agreement” Shall refer to these Master Terms and Conditions together with any and all Service Orders which are submitted by Customer to Licensor.

“Authorized Personnel” Shall refer to the persons authorized by Customer to access the Licensed Area.

“Breach Notice” Shall refer to written notice of breach provided to the breaching party by the non-breaching party.

“Building” Shall refer to the physical structure within which the applicable Dacentec Facility is located.

“Claims” Shall have the meaning set forth in Section 12.

“Commencement Date” Shall refer to the date upon which the Services are installed.

“Confidential Information” Shall refer to any information that is: (a) identified by the disclosing party as being proprietary and/or confidential; (b) contains the disclosing party’s customer lists, customer information, technical information, pricing information, pricing methodologies, financial position, trade secrets, customer communications or proposals, benchmarking information, satisfaction surveys, business plans or information relating to the disclosing party’s business operations or (c) that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be recognized by the receiving party as confidential or proprietary and treated as such. Confidential Information shall also include any and all photographs, recordings or other images of the inside of any Dacentec Facility, including any Meet-Me-Room or Meet-Me-Area.

“Customer” Shall refer to the party so defined on the applicable Service Order.

“Customer Representatives” Shall refer to Customer’s employees, representatives, independent contractors and any other individuals accessing the Premises and Licensed Area from time to time on behalf of the Customer.

“Customer Portal” Shall refer to Dacentec online ordering and support platform that is accessible via the internet at a location designated by Dacentec.

“Default Notice” Shall refer to written notice of default provided to the defaulting party by the non-defaulting party.

“Equipment” Shall refer to Customer-provided communications and information technology equipment and cabling.

“Facility” Shall refer to the location identified as such on the applicable Service Order.

“Facility Rules” Shall refer to the Licensor’s rules and regulations for the Premises as such Facility Rules may be amended from time to time by Licensor in Licensor’s sole and absolute discretion. The current version of the Facility Rules can be found on the Internet at:

<http://www.dacentec.com/rules-aup>

“Fees and Charges” Shall consist of all MRC and NRC, including charges for power, and all taxes that legally apply to Customer’s order.

“Initial Payment” Shall consist of (a) the NRC set forth on the applicable Service Order, (b) the first month’s MRC and (c) the Security Deposit.

“Initial Service Order” Shall refer to the first Service Order executed by Customer and Licensor pursuant to which the business relationship between the parties is established.

“Initial Term” Shall refer to the initial term in months set forth in Section 4.

“Interconnection Services” Shall refer to the interconnection and cross-connect services provided by licensor to facilitate Customer needs of connectivity to other customers and carriers within the Interconnection Facility.

“Interconnection Facility Services” Shall mean the Services identified on any Service Order, together with the Services identified in Section 6.1.

“License” Shall refer to the license granted to Licensor to Customer for access to and use of the Licensed Area for the Permitted Purpose.

“Licensed Area” Shall refer to those certain portions of the Premises as more specifically identified each Service Order(s) with respect to which Customer is granted a license for the purposes of locating certain communications and information technology equipment, cabling and other related activities.

“Licensed Area Delivery Notice” Shall refer to the notice provided by Licensor to Customer pursuant to which Customer is informed that the Licensed Area is available for Customer to occupy.

“Licensor” Shall refer to Dacentec, Inc. identified as such on each Service Order.

“Meet-Me-Area” Shall refer to those Licensor-designated areas within each Dacentec Meet-Me-Room which contain passive interconnection panels to support circuit connections and where all cross connections take place.

“Meet-Me-Room” Shall refer to those Licensor-controlled areas in each Facility within which Customers may install their equipment in racks, cabinets and cages.

“MRC” Shall mean the monthly recurring charges set forth on each Service Order and further described in Section 2.2.

“NRC” Shall mean the non-recurring charges set forth on any Service Order and further described in Section 2.2.

“Payment Date” Shall mean the first of the calendar month to which an invoice relates.

“Permitted Purpose” Shall refer to the placement, operation and interconnection of communications and information technology equipment.

“Premises” Shall refer to the relevant portion of each Dacentec Facility, Meet-Me-Room and/or Meet-Me-Area, as applicable, within which the Licensed Area is located.

“Renewal Term” Shall refer to each twelve-month renewal term after the Initial Term.

“Right of First Refusal” Shall mean, unless defined otherwise elsewhere in this Agreement or in a Service Order, a one-time right granted by Licensor to Customer to license additional space in the Premises on the terms and conditions specified by Licensor.

“Security Deposit” Shall mean an amount equal to: (a) one month’s projected MRC or (b) such other amount as is set forth as the “Security Deposit Amount” on the applicable Service Order.

“Services” Shall refer to those Interconnection Facility Services described in Section 6.1 herein and set forth in any Service Order submitted by Customer and accepted by Licensor.

“Service Order” Shall refer to each Dacentec-generated order for space and Interconnection Facility Services.

“Service Order Effective Date” Shall refer to: (1) in the case of an Initial Service Order, the date upon which the last party executes the Service Order or (2) in the event a Service Order other than an Initial Service Order, the later of the date upon which the Service Order is executed by the Customer or the date upon which the Service Order is received by Licensor. Each Service Order Effective Date shall be specific to each Service Order, shall relate to the Services set forth on such Service Order exclusively and shall be applicable to such Service Order only.

“Dacentec” Shall be the singular term used to refer to Dacentec, Inc.

“Term” Shall mean the Initial Term and any Renewal Term, as applicable.

“Terms and Conditions” Shall refer to these Master Terms and Conditions.

CONTACT INFORMATION

1. **BILLING CONTACT:**

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____; FAX: _____

EMAIL ADDRESS: _____

2. **ENGINEERING/OPERATIONS CONTACT:**

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____; FAX: _____

EMAIL ADDRESS: _____

3. **PRIMARY ACCOUNT CONTACT:**

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____; FAX: _____

EMAIL ADDRESS: _____

4. **PROVISIONING / ACCOUNT MANAGER CONTACT:**

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____; FAX: _____

EMAIL ADDRESS: _____