



COLOCATION SERVICE AGREEMENT

T3 will deliver Service(s) selected by the Customer according to the conditions outlined herein. This Agreement describes the Services, the Term of the Agreement, the prices for the Services, service level commitments, and any other specific terms and conditions.

T3 is in the business of providing colocation, network, management services and interconnection to other colocation customers ("Services");

T3 owns or controls leases or other interests in hardware suitable for the provision of Services; and owns or controls leaseholds or other interests in certain colocation space and equipment within commercial buildings suitable for the placement and operation of certain hardware necessary for the provision of Services (generally described herein as the "Colocation");

1. Services Description. T3 grants Customer a license to occupy, access, and locate certain equipment ("Customer Equipment") within a portion of certain premises ("Space"), which are currently owned or leased by T3 ("Premises"). The current technical specifications of T3 and the space, power and other requirements of Customer are set forth in (Exhibit A) attached hereto and incorporated herein. T3 shall provide the Services for the fees described in (Exhibit B) and Charges and Cancellation Fees (Exhibit C) and Acceptable Use Policy (Exhibit D) by reference to this Agreement.

2. Services Term. The Colocation Service Term shall commence upon the Date first noted (the "Effective Date") above and shall continue for Three (3) years. In the event Customer does not renew this Agreement at the end of the Colocation Service Term, but with T3's consent, remains in possession of the Space after the expiration of this Agreement, Customer shall be deemed to be occupying the Space as a month-to-month tenant subject to the term, covenants and conditions of this Agreement except the Charges shall increase to one hundred and twenty five percent (125%) of the Charges during the prior term of this Agreement. T3 shall use commercially reasonable efforts to make the Space ready on the Effective Date. Customer shall be obligated to pay the monthly recurring charge and any Installation Fees and Build-Out Fees authorized by Customer upon the Effective Date.

(a) Failure to provide Access: If T3 fails to provide physical access to the Premises or fails to make the space ready for Customer use, and if such failure delays installation of Customer's equipment at such Premises, the Effective Date shall be delayed until the earlier of the date T3 provides such physical access or the date Customer's Equipment is installed. In such event, T3 and Customer shall confirm in writing the amended Effective Date and initial termination date for the initial Colocation Service Term. In the event T3 has not provided physical access and a space ready for installation on or before ninety (90) days following the date of this Agreement, then Customer may terminate this Agreement with no further obligations.

(b) Failure to provide power: If T3 fails to provide power as required for the Colocation Services, the Effective Date shall be delayed until T3 provides such power, unless such failure is due to Customer's failure to properly and timely provide information regarding

Customer's power requirements. In such event, T3 and Customer shall confirm in writing the amended Effective Date and initial termination date for the initial Colocation Service Term. In the event T3 has not provided power as required above, on or before ninety (90) days following the date of this Agreement, then Customer may terminate this Agreement with no further obligations.

(c) Notwithstanding the foregoing, Customer's license to occupy the Space shall, at all times, be contingent upon the election by T3 to continue to own or lease the Premises in which the Space is located, such election to be at the sole discretion of T3. T3 shall provide ninety (90) days advance written notice to Customer when relocating from the Premises or terminating the lease of the Premises, and shall make reasonable efforts to accommodate Customer in like space if Customer so requests.

3. Services Pricing. For the Colocation Service rendered pursuant to this Agreement Customer shall pay T3 the recurring and non-recurring charges for the Colocation Service and Installation as set forth in the Attached (Exhibit B). Recurring charges shall be payable one month in advance commencing on the Effective Date of the Colocation Service Term and on the first day of each calendar month thereafter during the Colocation Service Term. Recurring charges for partial months shall be prorated.

4. Service Level Commitments. The Colocation Service level provisions set forth below shall only apply to Colocation Services (i.e., leased space and power) and related Network Services purchased from T3. Notwithstanding anything herein to the contrary, any Colocation Service level commitments described in this section shall not apply in any situations where delays or outages are caused or exacerbated by conditions beyond the reasonable control of T3, including, without limitations, Customer acts or omissions, denied access, failure of customer's equipment, facilities or applications, failure of local loops, or force majeure. In addition, all scheduled maintenance related outages or delays performed during the maintenance window (as defined herein) will be excluded from any measurement period hereunder.

5. Colocation Service Installation and Delivery.

(a) If T3 fails to tender possession of the Space to Customer by the estimated date of Colocation Service delivery, the Effective Date will be extended, and Customer shall not be obligated to pay any fees until such time as T3 tenders possession of the Space to Customer.

(b) Power Availability: The DC power provided to Customer's Colocation Space will be available not less than 99.9% of the time within any given calendar month. To determine compliance with this provision, "Power Unavailability" shall be calculated as the number of full minutes, for each calendar month, that power was unavailable to Customer's Colocation Space. Power Unavailability will be assessed by T3 for purposes of this provision only if Customer Opens a Service Ticket with T3 Customer Care within thirty (30) calendar days of the power outage. For each cumulative hour of Power Unavailability in any calendar month, Customer's sole remedy shall be to request the issuance of a T3 credit to Customer's account in the amount of one (1) day (prorated, based on a 30-day month) of the T3 monthly recurring charge for Colocation Service hereunder.

6. Customer-Provided Equipment. Customer shall have the option of providing its own hardware, software and ancillary equipment necessary to provide services, including: servers, switches, routers, telephone and/or other data equipment. If Customer elects to provide its

own equipment, Customer shall provide, upon T3's written request, information regarding its systems, rack/cabinet layout, network equipment, and cross-connection diagrams. Customer shall be required to install its own equipment or obtain T3's prior written approval of Customer's choice of contractors and/or staff to complete the installation. It is specifically understood that compliance with hardware warranty and software license requirements for Customer-Provided equipment is the sole responsibility of the Customer and Customer hereby agrees to indemnify and hold T3 harmless from any and all claims regarding such license requirements alleging noncompliance by T3.

It is understood and agreed that Customer shall not be entitled to make any construction changes or material alterations to the interior or exterior portions of the premise outside of Customer's Space, including any cabling or power suppliers for Customer's equipment, without obtaining T3's prior written approval, which approval shall not be unreasonably withheld. T3 reserves the right to perform and manage any construction or material alterations within the space or premises at T3's customary rates for such services as outlined in the Commercial Services Agreement.

7. Cross-Connections/Cabling. Customer may install cabling to equipment located within its Cabinet. Customer may not install cabling ("Cross-Connection") to equipment located outside its Cabinet. All Cross-Connections made outside the Customers cabinet must be installed by T3. Failure to notify T3 of a Cross-Connection shall constitute a material breach of this Agreement in accordance with Section 9(o) below. T3 shall control and direct any and all installation and other work relating to the establishment of the Cross-Connections. Customer shall compensate T3 for the Cross-Connection products and services at T3's customary rates

8. Invoices and Finance Charges. T3 will invoice Customer prior to the first day of each month for services to be provided that month. Services provided for only a part of a month will be prorated on the billing to the end of the month. Payment for said invoices is due immediately upon receipt. If Customer fails to make payment to T3 by the 30th day after receipt of the invoice (other than payments disputed in good faith by Customer), T3 may, after 10 days' notice in writing of the delinquent payment, discontinue service. T3 reserves the right to terminate the Customer's access to the facility and equipment until all amounts due are paid in full. Additionally, if applicable, T3 reserves the right to discontinue equipment financing to the Customer for failure to make payment. Any amount not paid when due shall be subject to a late payment charge equal to one and one-half percent (1.5%) per month which will accumulate monthly until all amounts are paid in full.

9. Other Services/Customer Specific Terms and Conditions.

(a) Insurance-T3 & Customer: Both parties, at its sole cost and expense, will carry or cause to be carried and maintained in force throughout the entire Colocation Service Term insurance coverage as described in this section, with insurance companies reasonably acceptable to both parties. The limits set forth below are minimum limits and will not be construed to limit either party's liability to each other or any third parties. Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, and Employers Liability with limits of not less than \$500,000 each accident.

Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of not less than \$1,000,000 each occurrence, and annual aggregates of not less than \$2,000,000 for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, and independent contractors.

T3 and Customer will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by the other party, or its employees, servants, contractors or subcontractors, invitees or agents. If either party utilizes a contractor(s) or subcontractor(s), the party utilizing contractor shall require such contractor(s) and subcontractor(s) to comply with these insurance requirements before any work commences.

The Parties agree that the insurance requirements of this section shall be the insurance requirements under this Agreement unless more stringent requirements are made by the Landlord pursuant to the lease relevant to the Premises in question, in which event the Parties hereby agree, upon notice and disclosure, to comply with the Landlord's reasonable requirements under the lease, as the lease may be modified from time to time.

(b) Change of Colocation Services: For changes by Customer in the Colocation Service delivery date or cancellation by Customer of Colocation Service hereunder, Customer shall be responsible for payment to T3 of: (i) the applicable one-time change or cancellation fee(s) set forth in the attached (Exhibit C); and (ii) all reasonable and actual out-of-pocket expenses of T3 incurred in connection with the change of Customer's Colocation Service or cancellation thereof, to the extent only that such costs and fees were disclosed and agreed to by Customer at the time the Colocation Services were requested; and (iii) any charges assessed to T3 by third-party providers as a result of the change of Customer's Colocation Service or cancellation thereof to the extent only that such costs and fees were disclosed and agreed to by Customer at the time the Colocation Services were requested.

(c) Limitation of Liability; No Warranty: T3 WARRANTS THAT THE SPACE WILL MEET THE TECHNICAL REQUIREMENTS SET OUT IN EXHIBIT A IN ALL MATERIAL RESPECTS. T3 HEREBY EXPRESSLY DISCLAIMS ALL OTHER IMPLIED WARRANTIES WITH RESPECT TO THE SPACE AND SERVICES FURNISHED PURSUANT TO THIS COLOCATION SERVICES SCHEDULE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.

(d) Indemnification: Each of Customer and T3 shall indemnify, defend and hold the other party and all of the other party's affiliates, agents, consultants, employees, subcontractors, shareholders, directors and officers harmless from and against a) claims by the indemnifying party's customers and b) claims by third parties for personal injuries or property damage which result from any negligent or intentionally wrongful act or omission of the indemnifying party.

(e) Improvements to Space and Equipment Removal: In the event Customer desires to make improvements to the Space, Customer shall submit to T3 a request for approval of such improvements, including, without limitation, detailed plans and specifications for such improvements to be performed in the Space. No construction or

other improvement to the Space may commence until T3 has given its written approval, which approval may be granted or withheld in the sole discretion of T3. Customer agrees that its use of the Space, or any pre-approved improvements thereto, shall not interfere with the use by T3 of its Premises or other tenants' or Customer's use of their premises in the building in which the Premises are located. T3 reserves the right to perform and/or supervise, at Customer's sole cost and expense, any Customer-requested construction or other improvements within the Premises, including the Space.

Customer shall not employ any contractor to perform any T3-approved improvements unless the use of such contractor has received the prior written approval of T3 (and prior written approval of the Landlord, if required by the Premises lease), for each such pre-approved improvement. Any approval of improvements, contractors or subcontractors by T3 hereunder shall not constitute an endorsement of such improvements, contractors or subcontractors. Customer and each contractor and subcontractor completing any pre-approved improvements to the Space shall warrant that such work shall be free from all mechanic's and/or material man's liens and free from any and all defects in workmanship and materials for the period of time which customarily applies in good contracting practice, but in no event for less than one (1) year after the acceptance of the work by Customer and T3. The aforesaid warranties of each such contractor and subcontractor and Customer shall include the obligation promptly to repair or replace, in a thoroughly first-class and workmanlike manner, all defects in workmanship and materials without any additional charge. All pre-approved improvements shall be contained in the contracts and subcontracts for performance of Customer's work and shall be written so that they inure to the benefit of T3 and Customer and their respective interests, Such warranties shall be so written that they can be directly enforced by either Customer or T3, and Customer shall give to T3 any assignment or other assurance to effectuate the same. It shall be Customer's responsibility to cause each of Customer's contractors and subcontractors to maintain continuous industry standard diligence while conducting work at the Premises, including without limitation, any portion of the Premises adjacent to the Space, in such manner as to prevent any personal injury or death or damage to property by reason of the performance of Customer's work.

All of Customer's work shall be coordinated with all work being performed or to be performed by T3. The contractor or subcontractor shall comply with all procedures, rules and regulations prescribed by T3 and the Landlord of the Premises for integration of Customer's work with the work to be performed in connection with the construction of the building, and all other construction within the building which comprises or contains the Premises, provided that T3 and/or the Landlord shall provide written notice of such procedures, rules and regulations to Customer in advance of the work.

With the exception of the Customer Equipment and any fiber or cabling owned by Customer, all fixtures, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on or about the Space prior to or during the Term, whether by T3 at its expense or at the expense of Customer, or by Customer at its expense or by previous occupants of the Space, shall be and remain part of the Space and shall not be removed by Customer at the end of the

Term. Upon termination or expiration of the Term, T3 shall allow Customer ten (10) days from the date of such termination or expiration, at Customer's sole cost and expense, to remove all Customer Equipment, fiber and cable, provided that the Space is restored by Customer to its condition before the installation of such items and that all such work (including restoration) is performed in accordance with the other provisions of this Agreement. Customer and its pre-approved contractors and subcontractors represent and warrant that all improvements or other work affecting the Space shall be in compliance with all laws, ordinances, rules, regulations, orders and directives of governmental bodies and authorities having jurisdiction over the Premises and the Space from time to time, and Customer shall obtain and keep in effect all licenses, permits and other authorizations required with respect to the business and construction conducted by Customer within the Space. Any T3 pre-approval of improvements to the Space shall not operate to relieve Customer, or its contractors or subcontractors, of any liability for breach of its representations and warranties hereunder.

Customer agrees to reimburse T3 for all reasonable repair or restoration costs associated with damage or destruction to the Premises, the Space, or property of T3 or third parties caused by Customer, its employees, agents, contractors, subcontractors, vendors, suppliers or other invitees, whether or not such parties have been authorized by T3.

(f) Use of Space Solely by Customer: Customer acknowledges that it has been granted only a license to utilize the Space solely for the purpose of physical colocation of the Customer Equipment or interconnection to another T3 customer and that it has not been granted any real property interests in the Space. Customer further agrees that, unless the parties agree otherwise in writing, no interest created herein shall be resold, assigned, mortgaged, subleased, encumbered or otherwise transferred, and that neither the Space nor any part thereof shall be encumbered in any manner by reason of any act or omission on the part of Customer. To the extent within Customer's control, Customer further agrees that the Space or any part thereof shall not be accessed, used or occupied, or permitted to be accessed, used or occupied, by anyone other than Customer.

(g) Relocation: Upon ninety (90) days prior written notice, or in the event of an emergency upon reasonable notice, T3 shall have the right to require Customer to relocate the Customer Equipment at T3's expense, to different space which will afford Customer reasonably comparable environmental conditions for the Customer Equipment and reasonably comparable accessibility to the Customer Equipment. T3 and Customer agree to work together in good faith to minimize any disruption to the Services as a result of such relocation.

(h) Eminent Domain: Nothing contained in this section shall prohibit Customer from seeking any relief or remedy against the condemning authority in the event of an Eminent Domain proceeding or condemnation that affects the Space.

(i) Damage to Premises: If the building in which the Premises are located is damaged by fire or other casualty, T3 shall give notice to Customer of such damage as quickly as reasonably practicable under the circumstances. If a Landlord or T3 exercises an option to terminate a particular lease due to damage or destruction of the Premises subject to such lease, or if T3 decides not to rebuild such building or portion thereof in which the Space is located, relevant

Colocation Service shall terminate as of the date of such exercise or decision as to the affected Space- and the Service Fee paid by Customer shall be modified accordingly. If neither the Landlord of the affected Premises nor T3 exercises the right to terminate, Customer shall thereupon have the option to terminate relevant Colocation Service with respect to the affected Space. If Customer does not terminate the Colocation Service T3 shall use its reasonable efforts to repair the particular Space to substantially the same condition it was in prior to the damage, completing the same with reasonable speed. In the event that T3 shall fail to complete the repair within a reasonable time period, Customer shall thereupon have the option to terminate relevant Colocation Service with respect to the affected Space, which option shall be the sole remedy available to Customer against T3 . If the Space or any portion thereof shall be rendered wholly unusable by reason of such damage as determined by T3 , Customer shall thereupon have the option to terminate relevant Colocation Service with respect to the affected Space. If Customer does not terminate, the Service Fee for such Space shall proportionately abate, based on the amount of square footage 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 Space rendered unusable.

(j) Conduct in Space & Premises: Customer shall, at all times, maintain the Space in an orderly condition and shall be responsible for the removal and appropriate disposal of all trash and other debris from the Space. Further, Customer shall maintain the Space in a safe condition, including, without limitation, not storing or using (or permitting others to store or use) any combustible materials and/or materials deemed "hazardous" under applicable federal, state or local laws or regulations. Customer shall indemnify and hold harmless T3 and its affiliated companies as well as their respective officers, directors, employees, servants, agents and invitees from and against any and all claims, costs, expenses or liability (including reasonable attorneys' fees and costs of appeal) arising out of Customer's misuse of the Space or Customer's operation of the Customer Equipment in the Space in violation of this Agreement. Customer shall be liable to T3 for damage to property and death or injury to persons if such damage, loss or injury is caused by the negligent acts or omissions or willful misconduct of Customer, its employees, officers, directors, servants, agents, affiliates, contractors, subcontractors or invitees, or by the malfunction of any Customer Equipment.

(k) Default: If either party fails to perform, or otherwise breaches, its obligations hereunder (including, without limitation, failing to pay for the Colocation Services, transport (if applicable), Internet access (if applicable) or cross connections) and the breaching party fails to remedy such breach within thirty business days after receipt of written notice thereof, the non-breaching party shall have the right, immediately and without further notice, to discontinue performance hereunder and terminate this Agreement. Any failure of the non-breaching party to exercise its rights shall not constitute, or be construed by the breaching party as being a waiver of any past, present or future right or remedy. The remedies provided in favor of the parties in this Agreement shall not be deemed exclusive or alternative, but shall be cumulative and shall be in addition to any and all other remedies existing at law or in equity. In the event of default by T3, T3 acknowledges that Customer's actual damages will include the cost of relocating Customer's equipment, fiber, and network connections to another feasible location, the costs of obtaining and leasing such alternate location, and the liabilities for customer service outages during such transition period.

(l) Subordination: Customer hereby agrees that this Agreement shall be subject and subordinate to any mortgage, trust deed or deed of trust or lease that has heretofore been or may hereafter be placed upon the Premises wherein the Space is located, or any part thereof.

(m) Maintenance: In the event that routine maintenance is required, T3 shall perform any such routine maintenance that will affect Customer traffic during the period from midnight to 6:00 a.m. (the "Maintenance Window") after providing seven days' notice before commencing such work. Notwithstanding the foregoing, T3 may perform emergency maintenance at any time, but where reasonable, T3 will attempt to minimize the impact on Customer traffic. T3 shall determine the timing and scope of all emergency maintenance actions, although T3 shall make good faith efforts to notify Customer prior to service impacting emergency maintenance.

(n) Miscellaneous: This Agreement shall be subject to and construed in accordance with the laws of the State of Florida, without regard to its choice of law provisions. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understanding between the parties with respect to the subject matter hereof. This Agreement may be modified only by a written agreement signed by duly authorized persons for each party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute one instrument. All notices which are required to be given, served or sent under this Agreement shall be in writing and shall be delivered by mail, postage pre-paid (which notice shall be deemed given three (3) business days after postmark of such mailing), overnight courier (which notice shall be deemed given one (1) business day after timely deposit with the courier), or by personal delivery, to the address of each party set forth on the first page of this Agreement, or such updated notice provided by either party in writing to the other party.