

COLOCATION SERVICE ATTACHMENT

1. APPLICABILITY OF SERVICE ATTACHMENT.

This Colocation Service Attachment sets forth the terms and conditions of Lightpath's Colocation service (the "**Service Attachment**"), whereby Lightpath will provide dedicated floor, cabinet, cage, or rack space for Customer Equipment (the "**Facility Space**") at the Lightpath building specified in the applicable Service Order (the "**Building**") for use solely by Customer (the "**Service**"). Unless otherwise defined herein, all capitalized terms in this Service Attachment will have the same meaning as defined in the Standard Service Agreement. By signing the Service Order, Customer agrees to the terms of this Service Attachment.

2. SERVICE USE AND RESTRICTIONS.

2.1 Grant of License. Lightpath grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to access the Building, and an exclusive right to access, install, operate, repair, maintain, replace and remove Customer Equipment at the Facility Space, subject to the terms herein. The licensing of the Facility Space to Customer herein does not grant any real property interest in such Facility Space or in the Building. Customer's occupancy of the Facility Space is at all times subject and subordinate to the terms of the Building Landlord, including such provisions regarding condemnation, damage to the premises, and termination. The term "**Building Landlord**" means the landlord or lessor of a particular Building utilized by Lightpath herein.

2.2 License Subordination. Nothing herein will be construed as limited or restricting Lightpath in any manner from using the Building, Lightpath's cages, cabinets, racks, cables, power, facilities or equipment for any purpose. This Service Attachment will be subject and subordinate to any ground lease, mortgage, deed of trust or other hypothecation or security device now or hereafter placed upon the Facility Space or the Building (collectively, "**Security Interest**"). Upon written request from Lightpath or third party lender in connection with a sale, financing or refinancing of the Building, Customer will execute such further writings as may be reasonably required to separately document any subordination provided for herein. In addition, Customer will, within ten (10) days after the written notice from Lightpath, execute, acknowledge and deliver to Lightpath an estoppel certificate in the form requested by Lightpath or any third party lender, together with any additional information, confirmation and/or statements reasonably requested by Lightpath.

2.3 Relocation. Lightpath reserves the right to relocate any portion of the Facility Space within the Building in which the applicable Facility Space is located without effecting an eviction or disturbance of Customer's use or possession or giving rise to any claim for setoffs or abatement of any amount due under the effected Service Order. Lightpath will use commercially reasonable efforts to effect such relocation or reconfiguration in a manner that minimizes any interruption or adverse effect on Customer Equipment. Lightpath will provide Customer no less than thirty (30) calendar days' prior notice of all such relocations or reconfigurations. Following receipt of such notice, if said relocation or reconfiguration requires the movement of any of Customer Equipment, Customer will relocate Customer Equipment to a new location designated by Lightpath within the Building in which the applicable Facility Space is located. Lightpath will reimburse Customer for all reasonable out-of-pocket costs actually incurred by Customer in relocating its Customer Equipment, if applicable. Customer's right to reimbursement to the extent provided above in this Section will be Customer's sole remedy in the event Lightpath elects to relocate the Facility Space, and Customer will not be entitled to any additional compensation or damages for loss of, or interference with, Customer's business or use or access of all or any part of the Facility Space resulting from such relocation.

2.4 Non-Interference. Customer acknowledges that it is not entitled, and does not have a right, to access any other customer's space or facilities within the Building. Customer covenants to, at all times, and to cause its employees, agents, contractors, subcontractors, permitted licensees, and permitted sub-licensees ("**Authorized Personnel**") to at all times, take all necessary precautions and actions to ensure that no damage to any other customer's equipment results from any access to or actions taken by Authorized Personnel in the Facility Space or Building. Customer will keep the Facility Space and Building free of any debris, waste or other obstructions of Customer. Customer is prohibited from installing any cables of any kind from the Facility Space to any other location in the Building without the prior written approval of Lightpath pursuant to a Service Order describing the cross-connect and the charges applicable thereto.

2.5 Physical Access. Customer will be permitted access to the Facility Space at all times subject to: (i) Lightpath's rules and policies concerning authorized access to the Facility Building; (ii) the Building Landlord's rules and policies concerning authorized access to the Building; and (iii) such other access restrictions as may be set forth in the applicable Service Order. Lightpath will have no liability to Customer for Customer's inability to gain access to the Facility Space. Each Facility Space is delivered in "as-is" condition, Lightpath is under no obligation to perform any work or provide any materials to prepare the Facility Space or Building for Customer. Customer represents that it has made all investigations as it deems necessary with

reference to such matters and assumes all responsibility therefore as the same relate to its use of the Facility Space, Building and Services. Lightpath makes no warranty or representation with respect to title, condition, safety, suitability, or fitness for the Customer's intended purposes.

2.6 Installation of Customer Equipment. Customer may prepare plans and specifications that identify the proposed layout that Customer desires to install pursuant to each Service Order (the "**Installation Proposal**"). Installation Proposals must be submitted to Lightpath for review and approval a maximum of fourteen (14) days following the execution of such Service Order. Customer acknowledges and agrees that any submitted Installation Proposal will not be binding upon Lightpath and that Lightpath may prepare an installation plan without reference to the Installation Proposal. If Customer does not submit an Installation Proposal to Lightpath within fourteen (14) days of the execution of such Service Order, Lightpath will prepare an installation plan for the physical location, layout, and the routing of cabling, wire, conduits, and innerducts pursuant to each Service Order. The costs of installing the Customer Equipment, including but not limited to, constructing walls, cages, racks, cabinets, conduit, cabling, electrical wiring and distribution points, and connecting to distribution points and network systems of other providers, will be borne exclusively by Customer, unless otherwise agreed to by the Parties.

2.7 Inspections. Lightpath may make periodic inspections of any part of the Facility Space and Customer Equipment. The making of such inspections or the failure to do so will not operate to impose upon Lightpath any liability and will not relieve Customer of any responsibility, obligation or liability under this Service Attachment.

2.8 Holdover. In the event Customer fails to surrender the Facility Space on or before the expiration or termination of the applicable Service Order, Customer will be deemed to be occupying the entire Facility Space as a tenant-at-sufferance. During such holdover period, Customer will pay to Lightpath: (i) the then-current rate being charged by Lightpath for similar space and services, and (ii) one hundred fifty percent (150%) of the MRC payable by Customer to Lightpath during the month of the Service Term immediately preceding the expiration date of such Service Order.

2.9 Annual Adjustments. Beginning after the first Service Acceptance Date anniversary, the MRC for the Service will be increased by four percent (4.0%) on the first of January of each calendar year. In addition, in the event that Lightpath's costs or expenses are increased to provide the Service, Lightpath will have the right to charge Customer for its pro rata share of such increases.

3. **CONDITIONED SPACE.**

3.1 Electrical Power. Lightpath will provide electrical power (i.e., A and B redundant power) to designated points for delivery to Customer located in the Facility Space as described in the Service Order ("**Customer Power Delivery Point**"), subject to the rules, regulations and requirements of the supplier of such electricity and of any governmental authority regulating suppliers of electricity. Customer will pay Lightpath for electrical power as set forth in the applicable Service Order. Customer must request the needed power circuits, and Customer hereby acknowledges and agrees that Customer is solely responsible for obtaining and installing the uninterruptible power supply ("**UPS**") systems required for the Customer Equipment located within the Facility Space. For the avoidance of doubt, Customer agrees that each of the electrical power circuits for the Facility Space is limited to eighty percent (80.0%) of its rated capacity (e.g., for a 20 Amp 208 Volt electrical circuit (A-primary, and B-redundant), the maximum capacity that can be drawn is 3.328 kW. Accordingly, Customer agrees that Customer will not draw more than eighty percent (80.0%) of each such electrical power circuit's rated capacity at any time.

3.2 Conditioned Space. Lightpath will be responsible for providing heating, ventilation and air conditioning ("**HVAC**") to the Facility Space sufficient to cause the average temperature and humidity of the Facility Space to meet the HVAC specification detailed herein. Further, fire suppression systems, smoke detection systems, water detection systems, and such other systems as are reasonably necessary and appropriate to ensure the environment within the Facility Space, and in no case less than industry standards for substantially similar hardened, multi-tenant secure colocation data centers.

3.3 General Maintenance. Lightpath will provide for the general maintenance of the Building, including inspections and any other reasonable measures designed to maintain the safety and utility of the Building and the requisite temperature, humidity, security, power, and network access. Lightpath agrees to maintain the Building in accordance with all applicable local, state and federal rules and regulations. Lightpath will perform maintenance duties including, but not limited to, janitorial services (e.g., cleaning and garbage pickup) and other commercially reasonable general maintenance of the Building, as applicable.

4. EMINENT DOMAIN, CASUALTY, LIENS AND BROKERS.

4.1 Eminent Domain and Casualty. Should a substantial portion of the Facility Space or of the Building be damaged by fire, other casualty, or taken by eminent domain, Lightpath may elect to terminate the effected Service Order. When such fire, casualty, or taking renders the Facility Space unsuitable for its intended use, a just and proportionate abatement of the applicable MRC will be made, and Customer may elect to terminate the effected Service Order for if: (i) Lightpath fails to give notice within forty-five (45) days after such fire, casualty, or taking of Lightpath's intention to restore the Facility Space; or (ii) Lightpath fails to restore the Facility Space to a condition substantially suitable for its intended use within one hundred eighty (180) days after such fire, casualty, or taking. Lightpath reserves, and Customer grants to Lightpath, all rights which Customer may have for damages or injury to the Facility Space for any taking by eminent domain, except for damage to the Customer Equipment.

4.2 Liens. Customer may not cause or permit any liens to be placed on the Facility Space or Building, and will take all actions necessary to remove any such liens within seven (7) days from Customer's knowledge of such lien.

4.3 Brokers. Each Party hereto represents to the other that it has not engaged, dealt with or been represented by any broker in connection with this Service Attachment other than the brokers specified in the applicable Service Order. Lightpath and Customer will each indemnify, defend (with legal counsel reasonably acceptable to the other), protect and hold harmless the other party from and against all claims related to any claim made by any other person or entity for any commission or other compensation in connection with the execution of such Service Order pursuant to this Service Attachment or the leasing of the Facility Space to Customer if based on an allegation that claimant dealt through the indemnifying party.

5. SERVICE LEVEL AGREEMENT.

5.1 Service Outage. Subject to this Section 5 (including subsections), in the event of an interruption, delay, or outage in the transmission of the Services between the Demarcation Point and the Service Network (a "Service Outage"), Customer may request a service credit of 1/720 of the MRC applicable to the effected Service (each, a "Service Credit") for each hour in duration of any such Service Outage beyond three (3) hours. The calculation of a Service Outage will be deemed to begin upon the earlier of: (i) Lightpath's actual knowledge of the Service Outage, or (ii) Lightpath's receipt of notice from Customer of the Service Outage, less (iii) any time Lightpath is waiting for additional information. A Service Outage will be deemed to end when the Service is operational and in material conformance within the defined parameters, as documented by Lightpath's records. Notwithstanding anything to the contrary in the Standard Service Agreement, this Service Attachment or in any Service Order, in no event will a Service Outage be deemed to be or constitute a breach by Lightpath of the Standard Service Agreement, this Service Attachment or in any Service Order.

5.2 Service Credits. Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order, and may not be applied to NRC, usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Customer by Lightpath. If an incident affects the performance of the Service and results in a period or periods of Service Outage, interruption, disruption or degradation in Service, entitling Customer to one or more credits under multiple Service Level Objectives, only the single highest credit with respect to that incident will be applied, and Customer will not be entitled to credits under multiple Service Level Objectives for the same incident. Service Credits will not be issued to Customer if Customer's account with Lightpath is in arrears. In no event will cumulative credits for any month exceed fifty percent (50%) of the MRC for the affected Service. Service Credits issued to Customer hereunder are Customer's sole and exclusive remedy at law or in equity on account of any Service Outage.

5.3 Service Credit Request. Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to request the Service Credit. Failure to request a Service Credit within such period will constitute a waiver of any claim for a Service Credit.

5.4 Service Outage Exclusions. Notwithstanding the foregoing, Customer will not receive any credit for a Service Outage or delay in performing repairs, arising from or caused, in whole or in part, by the following events:

- (i) Customer's (including its Affiliates, agents, contractors and vendors) negligence, intentional act, omission, default and / or failure to cooperate with Lightpath in addressing any reported Service problems, including failing to take any remedial action in relation to a Service as recommended by Lightpath, or otherwise preventing Lightpath from doing so;
- (ii) Failure on the part of Customer Equipment, end-user equipment or Customer's vendor's equipment;

- (iii) Election by Customer, after requested by Lightpath, not to release the Service for testing and repair;
- (iv) Lightpath's inability to obtain access required to remedy a defect in Service;
- (v) Scheduled maintenance and emergency maintenance periods;
- (vi) Scheduled upgrade of Service at the request of Customer; (vii) Force Majeure Event;
- (viii) Disconnection or suspension of the Service by Lightpath pursuant to a right provided under the Standard Service Agreement, this Service Attachment, or Service Order;
- (ix) Lightpath's inability to repair due to utility safety restrictions;
- (x) All Type II related service issues; and / or
- (xi) No trouble found or where the fault of the trouble is undetermined.

6. MAINTENANCE AND REPAIR.

6.1 Lightpath Obligations. Lightpath will perform (or cause to be performed) maintenance and repair of the Lightpath Network, and Lightpath will provide, install, maintain, repair, operate and control Lightpath Equipment. Unless specified otherwise in a Service Order, Lightpath will have no obligation to install, maintain or repair Customer Equipment.

6.2 Service Issues. In the event that Customer experiences any Service-related issues, Customer may contact Lightpath through its Network Maintenance Center ("NMC") at +1 (866) 611 - 3434, which may be amended by Lightpath from time-to-time upon written notice to Customer. Upon receipt of notice of Service problems, Lightpath will initiate diagnostic testing to determine the source and severity of any degradation of Service. If there is a Service Outage, Lightpath and Customer will cooperate to restore Service. If Lightpath dispatches a field technician to Customer Location to perform diagnostic troubleshooting and the problem resides with the Customer's Equipment or facilities or the failure is due to Customer's or end-user's acts or omissions or the acts or omissions of Customer's or end-user's invitees, licensees, customers or contractors, Customer will pay Lightpath for any and all associated time and materials at Lightpath's then-current standard rates.

6.3 Scheduled Maintenance. Lightpath will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt Service outside of regular business hours during the maintenance window of 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Lightpath. Lightpath will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than ten (10) business days prior to commencement of such maintenance activities. Customer will provide a list of Customer contacts for maintenance purposes, which will be included on the Service Order, and Customer will provide updated lists to Lightpath, as necessary.

6.4 Emergency Maintenance. Lightpath may perform emergency maintenance in its reasonable discretion, with or without prior notice to Customer, to preserve the overall integrity of the Lightpath Network. Lightpath will notify Customer as soon as reasonably practicable following any such emergency maintenance activity that impacts the Service.

6.5 Other Emergency Actions. If Lightpath determines, in its sole discretion, that an emergency action is necessary to protect the Lightpath Network as a result of Customer's transmissions, Lightpath may block any such Customer transmissions that fail to meet generally accepted telecommunications industry standards. Lightpath will have no obligation or liability to Customer for any claim, judgment or liability resulting from such blockage. Lightpath will notify Customer as soon as practicable of any such blockage. The Parties agree to mutually cooperate to resolve the underlying cause of the blocking, comply with generally accepted telecommunications industry standards and restore the transmission path as soon as reasonably possible, with a completion goal of forty-eight (48) hours.