

**SCHEDULE TO MASTER SERVICE AGREEMENT
ADDITIONAL TERMS AND CONDITIONS FOR COLOCATION SERVICES**

Version 2010.1.0

This Schedule, together with the Appendices attached hereto or to any Order, contains the service terms and service level agreement that apply to the Colocation Services (the "Service") provided by Highwinds Network Group, Inc. ("Highwinds") to Customer. Such terms are in addition to, and not in lieu of the Master Services Agreement executed by Customer and Highwinds (the "MSA") and General Terms and Conditions. Capitalized terms used but not otherwise defined herein shall have the same meanings given for such terms in the MSA and General Terms and Conditions.

1. Services Provided.

a. By execution of an Order for the Services, Highwinds hereby grants Customer a limited, personal and terminable license to place Equipment¹ in certain designated Space² within a designated Highwinds premises (each a "Facility") in which the Services will be provided. Highwinds may require that Customer submit separate Orders for each Facility where Highwinds provides the Services. By executing an applicable Order, Customer accepts the Space exclusively on an "AS-IS", "WHERE IS" basis. Customer may only use the Space to install, maintain, monitor, operate, replace, repair and remove certain of its Equipment as approved by Highwinds. The parties acknowledge that (i) Space is not offered by Highwinds on a "common carrier" or "general availability" basis; (ii) the availability of Space is contingent upon the existence or execution of a MSA between Highwinds and Customer; (iii) Space is provided by Highwinds at its sole discretion upon acceptance of Customer's Order of such Space.

b. Customer acknowledges that it has been granted only a license to occupy the Space and that it has no real property or other interest therein. Customer shall not utilize the Facility for any unlawful purposes, and shall not assign, mortgage, sublease, sublicense, encumber or otherwise transfer any Space or the license granted herein. Any attempt by Customer to encumber the Space or permit the use or occupancy by anyone other than Customer shall be void unless approved in writing by Highwinds in advance.

c. Customer shall utilize the Space and the Equipment only for its corporate business purposes in conjunction with the Services provided by Highwinds. Use of the Space or any Equipment with any third party services or, except as set forth in Section 7(a), for interconnection to any

third party is prohibited. Any party seeking to install any such equipment or establish any connection without the express written authorization of Highwinds shall be denied entry to the Space.

d. Only after receiving written approval from Highwinds (which may be withheld or conditioned in Highwinds sole and absolute discretion), may Customer place equipment of unaffiliated third parties in the Space ("Third Party Equipment"). Equipment and Third Party Equipment shall be at the sole risk and liability of Customer, it being expressly agreed that Highwinds shall have no liability whatsoever for Equipment or Third Party Equipment placed in the Space by Customer. Any access of such third parties to the Space or Facility shall be at Highwinds' sole discretion and shall be arranged for in advance. Any such third parties shall be considered the invitees of Customer for the purposes of the indemnity provisions in this Agreement. Prior to placing any Third Party Equipment in the Space, Customer shall obtain the third party supplier's consent to the terms of Section 1(e) of this Schedule and Customer shall be responsible for all acts or omissions of such third party.

e. Customer shall remove its Equipment and all Third Party Equipment from the Space on or before the effective date of termination or expiration of the applicable license. If Customer fails to remove its Equipment or any Third Party Equipment upon termination, upon written notice from Highwinds, Customer shall have five (5) days in which to remove its Equipment and all Third Party Equipment. If not removed by the end of the five (5) day period, Highwinds may remove and retain the Equipment and all Third Party Equipment for a twenty (20) day period, following written notice to the Customer requesting instructions. If instructions are not received by the end of that twenty (20) day period, Highwinds may deem the Equipment and all Third Party Equipment to have been abandoned by Customer, and Highwinds may, without further notice, remove and sell or abandon the Equipment and all Third Party Equipment without incurring liability to Customer. Customer shall pay Highwinds' expenses related to the retention, removal, abandonment or sale of the Equipment and all Third Party Equipment. Any amounts remaining from the sale of the Equipment after deduction for Highwinds' said expenses shall be applied to any amounts owed by Customer to Highwinds under this Agreement. Under no circumstance will Highwinds be liable for any loss or damage caused to any Equipment or Third Party Equipment resulting from such removal and storage.

f. Customer's sole and exclusive remedy for Highwinds' delay in tendering possession of the Space shall be an abatement of that portion of the monthly recurring charge (MRC) applicable to the Space until possession of the Space is delivered to the Customer.

¹ "Equipment" means telecommunications equipment owned or otherwise controlled by the Customer that is acceptable, at the sole discretion of Highwinds, for installation in the Space at the Facility and, if Appendix A is attached to the Order, that is compliant with the Equipment Criteria set forth in Appendix A to the applicable Order.

² "Space" means the specific location within the Facility, including, without limitation, racks, cabinets, cages and square meters/square footage, as identified on the Order.

g. In addition to any other fees due under an applicable Order, Customer shall pay Highwinds all one-time or non-recurring fees set forth in each Order.

h. The following provisions with respect to taxes apply in addition to any provisions regarding taxes in the MSA: (i) Customer shall be responsible for payment of all taxes related to the ownership or operation of its Equipment; (ii) if, in any jurisdiction in which Highwinds provides Space to Customer, the grant of the license provided for in Section 1(b) above is regarded as the letting or leasing of immovable property for value added tax ("VAT") purposes and the VAT legislation offers the possibility to elect to waive the exemption and charge VAT, then Highwinds and (if necessary) Customer agree to elect to waive the exemption and fulfill all necessary actions and arrangements to meet the requirements in applicable laws and regulations to validate such election; and (iii) if and to the extent VAT applies to any part or all of the grant of a license to Customer hereunder, Highwinds or its authorized agents agree to issue to Customer an invoice or invoices which include such value added tax and are suitable for presentation to the applicable VAT authorities, and Customer shall pay such VAT. In connection therewith, Highwinds agrees to cooperate with Customer (at Customer's expense) in recovering such VAT.

2. Access, Installation and Maintenance.

a. Highwinds shall be responsible only for maintenance of the Facility and the Space. Customer shall not make any alterations, changes, additions or improvements to either the Facility or the Space without Highwinds' prior written consent which may be withheld for any reason. To the extent any improvements are made in the collocation space, as between the parties, title to all improvements shall remain exclusively vested in Highwinds. Customer shall maintain and repair all Equipment and Third Party equipment placed in the Space at Customer's sole expense and shall be responsible for all costs associated with the configuration, installation, interconnection and operation of the Equipment and Third Party equipment, including without limitation, transportation related costs and any electrical or other work which must be completed in order to interconnect the Equipment or Third Party Equipment.

i. In general, access for Customer to Facilities is limited to entrance to the Facility, plus passageways leading to the Space, plus the Space itself. Access to Space in Facilities staffed by Highwinds or its supplier is available during normal business hours (8:00 a.m. to 5:00 p.m. local time). Customer requests for access to Space at (i) Facilities outside normal business hours and/or (ii) unmanned Facilities, is subject to an escort fee as determined by Highwinds on a case-by-case basis and must be made at least twenty-four (24) hours in advance of the requested access time. Customer shall at all times comply with all safety, security and access rules of Highwinds applicable at each Facility. Highwinds may remove any personnel of Customer not in compliance with its rules and regulations and may prohibit access by any person at its discretion.

b. Highwinds shall have access to the Space at all times and shall have the unfettered right to review any installation and/or maintenance work carried out by Customer or its third party agent(s). If Highwinds is of the reasonable opinion that installation and/or maintenance work carried out by Customer or its agent(s) will jeopardize the integrity of the Facility, any equipment therein, or of the Network, Highwinds shall give notice to the Customer and shall be entitled (at Customer's expense) to remedy such installation and/or maintenance.

c. Customer's responsibilities with respect to access, installation and maintenance of the Equipment and Third Party Equipment include, but are not limited to, the following:

i. Customer shall arrange for the transit delivery of all Customer Equipment to the Space at its sole cost and expense;

ii. Customer shall provide Highwinds with reasonable prior notice (not less than twenty four (24) hours) of the actual delivery date of the Customer Equipment;

iii. Customer shall not cause harm to the Space or the Facility of Highwinds or any other property of the Highwinds or any third party;

iv. Customer shall not interfere in any way with Highwinds' use or operation of the Facility or with the use or operation of any third party facilities;

v. Customer shall not physically conflict or electrically interfere with the facilities or equipment of the Highwinds or any third parties;

vi. Customer shall fully comply with all telecommunication industry standards, NEC and OSHA requirements, and in accordance with Highwinds' requirements and specifications. In addition, power draw on circuits may not exceed 80% of circuit size;

vii. All Equipment and Third Party Equipment must be mounted on racks, and using appropriate brackets, except where otherwise expressly permitted in writing by Highwinds. All Equipment and Third Party Equipment must be clearly labeled with the Customer's name and any applicable Third Party's name. Customer is solely responsible for assuring that Equipment and Third Party Equipment is mounted in an efficient, safe and appropriate manner;

viii. All cabling regardless of location, shall be tied and organized, run to the side of the rack, and labeled. All connectors must be secured in the interface socket;

ix. Any cross connects shall only be installed by Highwinds pursuant to an appropriate executed Order. Cross connects shall be used for all interconnections within the facility, except for connections between

Customer's cabinets that are adjacent. Cross-connection to a colocation party that resells any of Highwinds' services is prohibited; and

x. Using the Space and Facilities for lawful purposes only and complying with any and all of Highwinds' standard policies with respect to the maintenance, upkeep, use and responsibilities related to Equipment and Third Party Equipment at the Facilities, as made available and amendment from time to time by Highwinds, including without limitation the AUP. Breach of the terms of this subsection (x) may, in Highwinds' sole discretion, result in an immediate suspension or termination of the license and Services provided by Highwinds hereunder.

3. Damage to Space and Relocation of Equipment.

a. If the Facility in which the Space is located is damaged by fire or other casualty (and the damage affects the Space), Highwinds shall give prompt notice to Customer of such damage. If Highwinds' landlord or licensor or Highwinds (i) exercises an option to terminate the applicable lease or license as a result of such damage, or (ii) decides not to rebuild the applicable Facility, the license granted to Customer in respect of the applicable Space shall terminate as of the date of such exercise or decision as to the affected Space and the Colocation Fees paid by Customer shall be abated and modified accordingly. If neither the landlord or licensor of the affected Facility nor Highwinds exercises the right to terminate or not to rebuild, the landlord, licensor or Highwinds, as applicable, shall repair the Facility to substantially the same condition it was in prior to the damage, completing the same with reasonable speed. In the event that such repairs are not completed within a reasonable time, Customer shall thereupon have the option to terminate its license with respect to the affected Space; such option shall be the sole remedy available to Customer against Highwinds under this Schedule with respect to this matter. If the Space or any portion thereof is rendered unusable by Customer by reason of such damage, the Colocation Fee for such Space shall be proportionately abated, based on the amount of square footage/meter which is rendered unusable, for the period from the date on which such damage occurs to the date on which such damage has been repaired, and such abatement shall be the sole remedy available to Customer against Highwinds under this Schedule with respect to this matter.

b. Highwinds shall be entitled, upon reasonable written notice to Customer, to change the Space allocated for Customer's Equipment in any Facility, or to change the location of a Facility to a different location. Highwinds and Customer shall share the reasonable cost of such changes and relocation, including internal recabling and moving, provided that (i) Highwinds' maximum liability under this Section 3(b) shall be limited to the total of all MRCs in respect of the affected Facility paid by the Customer for the last monthly billing cycle preceding the move, and (ii) nothing in this section shall impose any liability on Highwinds for any costs incurred by Customer in relation to any Customer-arranged local access circuits, including but not limited to, the costs of terminating, moving or re-ordering any such local access circuits.

c. In addition to the foregoing, if Highwinds' rights to occupy the Space or Facilities due to termination or expiration of the underlying lease or license that Highwinds has with its landlord or third party with authority over the Space or Facilities, Highwinds may terminate this license and Customer shall not be subject to any early termination fees associated with such termination

d. The rights granted under this Schedule may be subject to the approval by the landlord or any third party with authority over the Space or Facilities. If the landlord or such other third party deems this Schedule or any of the rights granted herein to be a violation of terms to which Highwinds or any of its suppliers are bound, including any amendments or subsequent lease agreements for Facility, or applicable law, then upon the request of Highwinds, Customer shall either enter into an agreement approved by such landlord or third party, or immediately remove Customer's and any Third Party Equipment from the Space or Facility (as the case may be).

4. Approvals; No Liens.

a. Customer shall submit to Highwinds, in writing, all building construction and electrical requirements and architectural and engineering drawings indicating the proposed installation for approval. Customer may not perform any construction or install any Equipment or Third Party equipment without written approval from Highwinds. Highwinds reserves the right to accept or reject Customer's design at its sole discretion. All costs of design work shall be the Customer's sole responsibility.

b. Highwinds shall inspect the completed installation and must approve the same in writing before Customer is allowed to utilize the Equipment and Third Party Equipment for any purpose. Any installations that do not comply with the approved drawings will be subject to rejection by Highwinds. Highwinds also reserves the right to require reasonable modifications to any installations.

c. Customer is solely responsible for obtaining any and all necessary building permits or other authorizations required for colocation of the Equipment and any Third Party Equipment.

d. Customer will not permit any mechanic's, material men's or other liens to be filed against all or any part of the Space or Facilities, by reason of or in connection with any repairs, alterations, improvements or other work contracted for or undertaken by Customer. Customer, upon request, will provide Highwinds with enforceable, conditional and final lien releases (or other reasonable evidence demonstrating the non-existence or satisfaction of liens) from its contractors or other parties performing work. Highwinds may at all reasonable times post on the Space and record any notices of non-responsibility which it deems necessary for protection against such liens. If any liens are filed, Customer, at its expense and, within thirty (30) days after the filing thereof, will cause such lien to be released of record or bonded so that it no longer affects title to the Space or Facilities. If Customer fails to timely cause such lien to be so

released or bonded, Highwinds may, without waiving its rights and remedies based on such breach, and without releasing Customer from any of its obligations, cause such lien to be released or bonded. Customer will reimburse Highwinds, within ten (10) business days after receipt of invoice from Highwinds, any sum paid by Highwinds to obtain such bond or release.

5. Indemnification. In addition to any indemnification obligations under the MSA, Customer shall be liable for and shall defend and indemnify Highwinds (and its landlords and licensors) harmless from and against any claims, demands, actions, damages, liability, judgments, losses, expenses and costs (including reasonable attorney fees) arising directly or indirectly from (i) Customer's use of the Space; (ii) the acts or omissions of Customer, its employees, agents or invitees, or (iii) the installation, operation, maintenance, use, malfunction or repair of Equipment or Third Party Equipment located in the Space or Facility. Customer agrees that, except to the extent caused by Highwinds' gross negligence or willful misconduct, Highwinds shall have no liability to Customer in respect of its personnel or Equipment or Third Party Equipment while located at a Facility. For the absence of confusion, the terms of this Section 5 shall survive the termination of the Agreement or this Schedule and the related licenses set forth herein.

6. Disclaimer; Limitations of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SET FORTH IN THE MSA: (A) HIGHWINDS DOES NOT WARRANT THAT THE SPACE OR THE FACILITY WILL BE FREE FROM ANY DEFECTS OR DISRUPTIONS AND SUCH ARE PROVIDED "AS-IS"; (B) HIGHWINDS' SOLE LIABILITY FOR ANY DAMAGES OR CLAIMS IN CONNECTION WITH CUSTOMER'S USE OF THE SPACE, FACILITY, OR SERVICES UNDER THIS EXHIBIT WILL BE LIMITED TO LOSS OF TANGIBLE PROPERTY OR PERSONAL INJURY (INCLUDING DEATH) CAUSED BY HIGHWINDS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. EXCEPT AS SET FORTH ABOVE, HIGHWINDS WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES OR CLAIMS RESULTING FROM CUSTOMER'S USE OF THE SPACE, FACILITY OR SERVICES PROVIDED UNDER THIS SCHEDULE.

7. Interconnect Access Service & Mid Span Meet Service.

a. Interconnect Access Service ("Interconnect Access") provides connectivity over a dedicated circuit between a Customer and a third party (which may include a third party local access provider). Interconnect Access is available on an individual case basis at Highwinds' sole discretion, and requests for Interconnect Access must be submitted to and approved by Highwinds in writing. Customer shall be solely responsible for arranging the provision of any services required from any third party with whom it wishes to interconnect. In order to optimize the efficiency of Digital Distribution Frame (DDF)/Optical Distribution Frame (ODF)/Fiber Terminating Point (FTP)

rack and cable tray space, Highwinds may require Customer and the third party with whom it wishes to interconnect to bundle (multiplex) large quantities of interconnect access circuits into a higher order data stream (e.g. multiple twisted pair and coaxial circuits into optical circuits). In no circumstances will Highwinds facilitate the installation of copper wire or coaxial cable into its Facilities.

i. Upon installation of an Interconnect Access circuit, Highwinds shall perform applicable (OTDR or bit error or continuity) measurement tests. At completion of Interconnect Access Service installation, Highwinds will provide Customer with a single point of contact for maintenance issues who will be available on a 24 hour x 365 day basis. Maintenance support for each element of Interconnect Access Service is on a circuit level basis between the applicable demarcation points.

ii. If for any reason the underlying Highwinds Service associated with an Interconnect Access circuit is terminated (including by expiry of its applicable service term without any renewal), Customer shall, within fifteen (15) days of termination or expiry of the underlying Service, take all reasonable steps to effect an orderly disconnection of the Interconnect Access Circuit, including but not limited to withdrawing, terminating and/or revoking any applicable Circuit Facility Assignment ("CFA") obtained through a local access provider. If Customer fails to do so within the specified time limit, Customer hereby (i) authorizes Highwinds to disconnect the applicable third party local access circuit(s) from its Network and to instruct the local access provider on Customer's behalf to remove the CFA from Highwinds shared or dedicated facilities and (ii) agrees to reimburse Highwinds for any ongoing charges levied by the local access provider until the local access circuit and any CFA is removed.

b. Mid Span Meet Access Service ("MSM Access") provides connectivity between Customer's Equipment and a Highwinds Point of Presence ("Highwinds POP") through a Network Fiber Distribution Panel ("NFDP") owned and maintained by Highwinds on Highwinds premises. The connectivity is accomplished by a fiber jumper cable supplied by Highwinds. The connection at the Highwinds POP is to dedicated circuit(s) previously purchased by Customer. MSM Access is available for connections to the Highwinds Network at the optical level (speeds of OC-3 or higher), in the US, electrical connections may be available upon request, on an individual case basis. MSM Access is offered by Highwinds on an "as available" basis.

c. The demarcation point for MSM Access are the Customer side of the NFDP at Highwinds' premises (the "MSM Interface"). Customer is responsible for handing off an acceptable interconnecting signal and installing the fiber in accordance with the requirements of this section. Customer is responsible for (a) bringing interconnecting fiber to Highwinds' premises, which shall be identified to Customer by street address, floor and room number (if applicable), and (b) installing the interconnecting fiber at the MSM Interface using an appropriate jack or "tie down" for the purposes of connecting circuit(s) at the MSM Interface.

Customer is responsible for arranging access to the building housing Highwinds' premises in order to bring its interconnecting fiber to that premises, and for performing installation of the interconnecting fiber at that premises. Where such works are to be carried out by Customer's subcontractor, Highwinds reserves the right to approve the use of such subcontractor. The Highwinds premises at which MSM Access is to be installed is deemed included within the definition of the term Space as that term is used in these terms and conditions.

d. On installation of MSM Access, Highwinds will provide Customer with a single point of contact for maintenance issues. Maintenance is provided by Highwinds on a 24 hour x 365 day basis on (a) service elements between the Highwinds POP and the Highwinds side of the NFD and (b) the NFD itself.

e. Pricing for Interconnect Access Service and MSM Access will be set out in an Order Form. Customer acknowledges that Highwinds will commence provisioning of Customer's order for Interconnect Access Service and/or MSM Access in reliance upon Customer's order. In the event of cancellation of Customer's order for any reason prior to the applicable Service Commencement Date, Customer shall be liable to pay Highwinds, as liquidated damages, all reasonable and documented costs incurred in reliance upon Customer's order, subject to a maximum of 100% of the quoted installation cost.

8. Insurance.

a. During the term of any license granted to Customer to occupy Space and in addition to any other applicable insurance requirements under this Agreement, Customer shall obtain and maintain and keep in full force and effect, at their respective expense, the following forms of insurance with the minimum limits stated below (or the equivalent local currency coverage in the jurisdiction in which Space is located): (i) workers compensation, statutory minimums; (ii) employers liability, \$1,000,000 per occurrence (BI/disease); (iii) property insurance, on an all-risks form, for the replacement cost value of the property insured (such insurance shall also provide business interruption coverage and shall contain a mutual waiver of subrogation in favor of each party); (iv) commercial general liability on an occurrence basis, \$1,000,000 per occurrence and aggregate (such insurance shall include premises operations, products and completed operations, contractual liability, and personal and advertising injury coverages, naming each other as additional insureds); (v) commercial automobile liability, \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability (including coverage for all leased, owned and non-owned vehicles and naming each other as additional insureds); and (vi) umbrella liability on a follow form basis, \$4,000,000 per occurrence and aggregate

excess of the general liability and automobile liability insurance.

b. Customer agrees to have included in each of the insurance policies required under this Section 7(a) a waiver of the insurer's rights of subrogation against Highwinds and shall name Highwinds as an additional insured on each such policy. Each insurance policy shall be maintained with an insurer having a current rating of at least an A+ or better by A.M. Best and shall provide for at least thirty (30) days prior written notice to Highwinds in the event of cancellation of any policy. If requested by Highwinds, Customer shall furnish to Highwinds acceptable Certificates of Insurance demonstrating compliance with these requirements. Any breach of this Section by Customer shall be deemed a material breach of this Schedule entitling Highwinds to terminate the applicable license immediately.

9. Governing Law. Notwithstanding anything to the contrary in the MSA, the construction, interpretation and operation of these terms and conditions shall be governed (i) in the case of Facilities in the United States, by the laws of the State of Florida, without regard to any conflict of laws analysis; and (ii) in the case of Facilities located outside the United States, by the laws of the country in which the applicable Facility is located.