



## DATA CENTER CO-LOCATION SERVICES SCHEDULE

This Data Center Co-location Services Schedule between PAETEC and \_\_\_\_\_ (“Customer”) is dated \_\_\_\_\_, (the “Data Center Co-location Schedule”). In addition to the general terms and conditions contained in the service agreement between PAETEC and Customer (the “Agreement”), of which this Data Center Co-location Schedule is a part, Customer agrees that the following terms and conditions apply to Data Center Co-location Services provided to Customer by PAETEC.

1. **License to Occupy; Use of Space.** PAETEC grants Customer a nonexclusive limited license to occupy the portion of the PAETEC premises identified in the Rate Schedule(s) to the Agreement (the “Space”). Customer agrees that it is being granted only a license to occupy the Space and not a real property interest in the Space. Customer’s occupancy of the Space will serve as Customer’s acceptance of the Space. Customer’s use of the Space throughout the term of the Agreement is contingent upon PAETEC continuing to own or lease the premises where the Space is located. The Space cannot be used to house people or be used as an office, network operations center or storage facility. Customer may not provide or make available any portion of the Space to any third party.
2. **Fees; Billing.** Customer agrees to pay the rates and charges for the Data Center Co-location Services identified in the Rate Schedule. PAETEC will provide written notice to Customer when the Space is ready for occupancy. Customer must install operational servers and connect to PAETEC’s Network within thirty (30) days of Customer’s receipt of said notice. Billing will begin on the date of the notice. Customer agrees to reimburse PAETEC for any damage to the Space that is caused by Customer, its agents or representatives or the Co-located Equipment (defined below).
3. **Co-located Equipment.**
  - 3.1 Customer agrees to use the Space only to install, maintain, and operate it’s own equipment to interconnect to the PAETEC network (the “Co-located Equipment”). Unless otherwise specified in any Schedule to the Agreement, Customer is solely responsible for design, engineering, testing, operation, performance, monitoring, maintenance, and repair of the Co-located Equipment in the Space. Customer agrees to maintain commercial general, excess or umbrella liability and worker’s compensation or employer’s liability insurance (in compliance with applicable state and federal statutory requirements) for loss or damage to its Co-located Equipment located in the Space and to name PAETEC as an additional insured under the applicable policies. Any professional services provided by PAETEC in conjunction with the Data Center Co-location Services will be billed to Customer at PAETEC’s then-current hourly rate as identified on the Rate Schedule(s) to the Agreement.
  - 3.2 The Co-located Equipment shall not interfere or impair any service offered by PAETEC or any other customer located on the premises. If PAETEC determines that the Co-located Equipment materially interferes with or impairs any service or equipment of PAETEC or any other PAETEC customer, Customer will be notified and agrees to cooperate with PAETEC to take corrective action within 24 hours. If after 24 hours the problems persist, PAETEC shall have the right to correct the problem at Customer’s expense and if it so chooses, disconnect electrical power or remove network connectivity to Customer. Customer agrees that PAETEC shall not be liable for any damages arising from such action.
  - 3.3 Customer shall identify and label all Co-located Equipment and provide a written list of emergency contacts with telephone numbers to PAETEC.
4. **Access to Space.** PAETEC will allow the Customer access to the Co-located Equipment in the Space only after proper verification via a PAETEC issued electronic access card or if Customer is on PAETEC’s approved access list. Customer, it’s approved subcontractors and representatives agree not to smoke in the Space or on PAETEC’s premises, to comply with PAETEC’s policies and practices regarding fire, safety, and security, and to comply with any other rules of the applicable landlord and/or PAETEC. Customer, its employees, and subcontractors must display an identification

badge at all times while in the Space or on PAETEC's premises. If Customer is not delinquent in its payments to PAETEC, Customer shall be permitted to service and/or remove all or portions of the Co-located Equipment with prior written notice to PAETEC unless such action would have an adverse impact on proper operations of PAETEC or would adversely impact other customers utilizing the PAETEC Data Center or network.

5. **Liens.** PAETEC will have no rights to or interest in the Co-located Equipment other than statutory rights, if any, granted a landlord with respect to the property of a tenant (commercial or residential), and those set forth in this Agreement. Except as provided herein, the Co-located Equipment shall remain the sole property of Customer. However, if Customer fails to pay any amounts due to PAETEC or is in default of any agreement with PAETEC, PAETEC may prohibit removal of Co-located Equipment from the Space and, to the extent permitted by applicable law, will have a lien on the Co-located Equipment and all other personal property of Customer that may be located in or on the Space. Customer specifically waives any and all exemptions allowed by law with respect to such lien, which lien may be enforced by PAETEC by the taking and selling of such Co-located Equipment and/or property (to be made in a commercially reasonable manner upon thirty (30) days' written notice Customer), or such lien may be enforced in any other lawful manner available to PAETEC.
  
6. **Network Outages.** PAETEC will notify Customer prior to any planned network outages including, but not limited to relocation and maintenance of PAETEC networking devices. PAETEC will notify the Customer as soon as possible of any unscheduled outages such as power or network failures and natural disasters. In the event of a Force Majeure condition that materially impacts Customer's ability to utilize PAETEC's network or the Space, PAETEC will make reasonable efforts to relocate the Co-located Equipment to an alternative PAETEC facility. If PAETEC is unable to relocate Co-located Equipment, Customer may terminate this Data Center Co-location Services Schedule without liability on prior written notice to PAETEC.

<b>PAETEC</b>	<b>&lt;&lt; INSERT CUSTOMER NAME &gt;&gt;</b>
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____