

ANS Online Policy & Procedures



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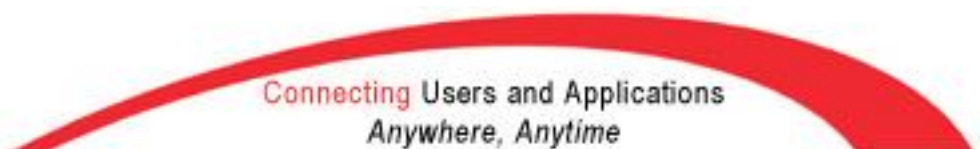


Policies and Procedures

Advanced Network Solutions
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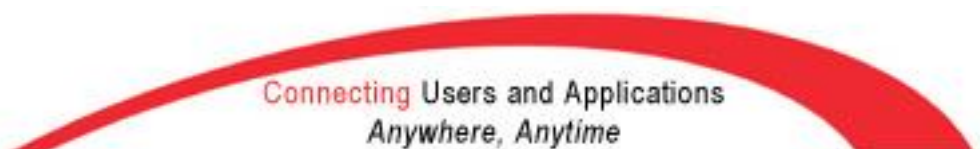
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PURPOSE

Advanced Network Solutions' ("ANS") Policies and Procedures ("Policies") govern colocation and/or managed services at all ANS facilities, as referenced in the Master Service Agreement or prior versions of same ("Agreements") and Service Orders between ANS and its customers. These Policies are designed to ensure that all customers (as well as their customers and others accessing the ANS facilities on their behalf, (collectively, "Customers")), and their property and equipment housed in the facilities are afforded protection and quality of service. In order to maximize the uniformity and value of these Policies, and in recognition of the evolving nature of the telecommunications and Internet industries, ANS may update this document from time to time (either separately from or in conjunction with the "Guide to ANS Online"). Copies of the Guide and these Policies are always available upon request and are available on the ANS Portal located under the 'Resources' tab on the ANS Online website at www.ansonline.net ("ANS Portal"). In its underlying Agreements, all Customers shall abide by these Policies and to ensure that their employees, agents, invitees and guests are familiar with and abide by them, too.

ANS reserves the right to enforce these Policies through various mechanisms that include restrictions on or denial of additional services and/or access to ANS premises and, in extreme cases, termination of the underlying Agreement.

For consistency, the terms used in the Guide to ANS and, especially, in the Policies that follow, have the same meanings as in the Agreements (unless otherwise noted). Of course, ANS' Operations and Sales departments are always ready to answer any questions that arise.



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1. ACCESS TO ANS PREMISES

For access to all ANS sites, Customers shall comply with ANS' general security procedures (see Operational Procedures section of the Guide to ANS Online and the section entitled "Security" at the end of this document). Approved access to ANS facilities is restricted to and governed by a Customer-maintained Facility Access List, which Customers must provide to ANS upon execution of the appropriate Agreements. The Facility Access List is provided to all Customers with the Master Service Agreement. In addition to identifying those personnel with approved access to the Customer's space, the Facility Access List also provides ANS with the names of those personnel who can authorize others' access to the ANS premises.

Upon execution and implementation of an Agreement with ANS and receipt by ANS of the Facility Access List, Customers are welcome to enter the ANS facilities in order to install, operate or maintain their equipment, and conduct business as outlined in the Agreement.

ANS provides access to its facilities 24x7 (i.e., twenty-four hours a day, seven days a week) always in accordance with any additional policies and procedures identified by the management of the buildings in which ANS facilities are housed (e.g., certain entry doors, stairways or elevators that must be used, or building sign-in procedures, or escort/appointment requirements). During such visits, Customers may inspect their equipment and the immediate area(s) in which that equipment is located, work on their equipment as necessary and/or obtain a tour of the entire facility. ANS provides Customers who purchase full or half racks with one (1) facility access card for each facility in which the customer's equipment is located at no charge; any additional or replacement cards are available from ANS' Security Operations Center ("SOC") at a nominal charge. Loss of a facility access card must be reported immediately to the SOC. Access cards may be returned to any ANS facility. Customers in shared racks will not receive a facility access card; but may access the facility by appointment with an escort. Emergency service charges may apply for escort service after normal business hours.

In order to most effectively participate at any ANS facility, Customers are required to have a technician or engineer available 24-hour-per-day, 7-day-per-week basis and the ability to promptly dispatch a technician to repair failed components, unless Customer is using ANS Managed Services.

2. EQUIPMENT INSTALLATION, OPERATIONS, AND REMOVAL

In an effort to provide seamless installation support and ensure the Customer's space is appropriately prepared, ANS requires that Customers provide, fifteen (15) days prior to the installation of equipment, a detailed installation plan. In the absence of an approved plan, ANS shall not be obligated to meet the Customer requested installation timeframe. ANS also requires, with similar fifteen (15) day advance notice, revised installation plan worksheets before the addition or replacement of any equipment (except equipment that already has been approved).

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All Customer installations shall adhere to ANS' site-specific Installation Specifications (available on the ANS Portal). ANS reserves the right to require Customers to reconfigure equipment configurations in order to remain within the ANS site specifications.

Customers are fully responsible for the proper installation, configuration and maintenance of their equipment in the ANS facilities (as defined by ANS' Installation Specifications, located on the ANS Portal) and for any connections to the ANS distribution infrastructure, even when installed by an ANS technician unless Customer is using ANS Managed Services. Upon completion of installation, Customers are responsible for promptly removing all packaging and/or other materials brought into the facility. Because such materials may pose a hazard, health or safety risk to others, Customers who leave packaging and/or other materials may be required to reimburse ANS for any reasonable expenses resulting from ANS' removal and/or disposal of such materials.

In all installations, ANS must approve Customers' projected floor loadings to ensure that nothing is placed in the space that exceeds either the load per square foot that the floor is designed to support or the maximum legal limit for the space. ANS always reserves the right to prescribe the weight and position of all equipment installed in the sites, and Customers will be invoiced for any necessary engineering evaluation, floor support design and installation resulting from the placement of equipment that exceeds floor load and space specifications.

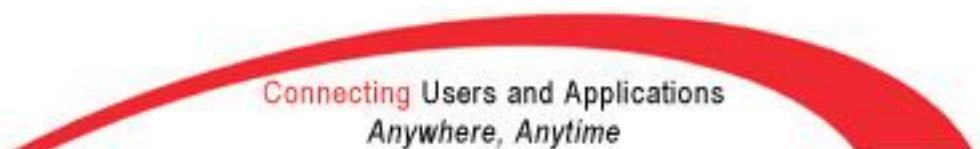
Customers are also responsible for the ongoing maintenance and configuration of their equipment unless using ANS Managed Services, particularly in order to ensure that the equipment and any software is compatible with and does not interfere with the proper operation of the ANS distribution infrastructure or other Customers. ANS is not a customs agent and will not sign powers of attorney or like documentation for the importation of equipment on behalf of customers. Customer is responsible for retaining its own customs agent for payment of duties, completion of paperwork and so forth to process shipments through customs.

ANS requires at least thirty (30) business days prior written notice from Customer if Customer intends to completely remove all of Customer's equipment from the ANS premises.

ANS prefers that Customers remove, pack and ship their equipment themselves. In certain situations ANS will perform the service at standard billable rates but will only pack and ship Customer equipment if Customer executes a complete waiver and release and subject to other requirements set forth in the Guide to ANS Online. ANS disclaims any liability for any loss or damage resulting from ANS performing these services. Please see the Guide for the requirements and where to obtain the waiver and release form.

2.1 EQUIPMENT USE AND RESTRICTIONS

Customers must explicitly specify on each Service Order submitted to ANS the intended use of their equipment and the mechanisms required to ensure that the equipment is conforming to its intended use. In case a network security incident does occur, ANS has developed confidential and formal procedures to identify, communicate, resolve, and recover from such events. In addition, each Customer is responsible for securing the proper rights of use of all equipment and software that is installed or maintained at ANS.



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Upon notification from ANS of an issue, Customer will analyze, “debug” or resolve any issues in Customer’s own equipment impacting ANS’ distribution infrastructure, or any other ANS Customer’s network or equipment, and cooperate with and report back to ANS to resolve the issues, understanding that ANS reserves the right to disconnect any equipment should a solution not be found in a reasonable time (as the same is determined by ANS).


3. USE OF SPACE

By its Agreements, ANS grants Customers access to and the right to use the identified space and facilities to accommodate their equipment. These Agreements do not grant to the Customer or its Customers or any other third parties any real property or leasehold interest in the space or the remaining portions of the ANS facility. Customers in a direct contractual relationship with ANS are required to assume responsibility for loss or damage caused to the space or the facility by their employees or representatives. Customers shall not perform any unapproved construction or modifications to any ANS facility. This generally includes the erection of any signs, devices or fixtures or any alterations, additions or other modifications. In order to maintain the proper configuration and operation of each facility, ANS must oversee any approved special installation or construction.

Given that a well-maintained environment is essential to the successful operation of all ANS Customers’ networks, Customers shall keep the area in which their equipment is located in good order and dispose of all non-hazardous waste in trash receptacles. Hazardous substances and waste are specifically prohibited in all ANS facilities, and Customers are not allowed to generate, store or dispose of any hazardous substances at any ANS site. Should a Customer release any hazardous substance in or around the ANS Premises, the customer is required to promptly notify ANS and will be responsible for any removal or clean up.

ANS and its Customers recognize that each ANS site is a shared environment used by many different Customers and networks. As such, no Customer shall authorize or permit others to, create a nuisance, interference or hazard within the ANS facility. In the event that ANS identifies any such nuisance, hazard or other interference or service obstruction, the offending Customer must take immediate steps to eliminate the problem, understanding that ANS reserves the right to disconnect any equipment should a solution not be found in a reasonable time (as the same is determined by ANS).

Customers are also forbidden from engaging in any manner of illegal conduct within ANS’ facilities. Such conduct includes (but is not limited to): altering, adjusting, repairing or tampering with anything other than their own equipment, especially for the purpose of attempting to fraudulently obtain service from ANS or from or for another Customer; unauthorized alteration, destruction, or access to information or systems belonging to ANS or another Customer; using their own equipment in violation of the law or in aid of any unlawful act or in any manner that interferes with the use of the ANS facility, ANS distribution infrastructure or any manner that is not in accordance with the generally accepted standards of Internet access and use (“illegal conduct”). In the event that ANS identifies any such illegal conduct, the offending Customer must



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take immediate steps to eliminate the problem, understanding that ANS reserves the right to ANS disconnect any equipment should a solution not be undertaken immediately.

In order to maximize the efficient use of each of its facilities, ANS always determines where in the facility each Customer's equipment will be located and (although such occurrences are extremely rare) may need to have certain equipment relocated to comparable space within a given site. Whenever such moves are deemed necessary, ANS will provide notice as far in advance as is reasonably possible (with a goal of at least fifteen (15) days) and will work in good faith with the affected Customers to minimize any service disruptions. In the unlikely event of an emergency or hazard, ANS will take reasonable steps to address the problem, including the relocation of equipment, and will provide notice to the affected Customers as soon as possible thereafter. ANS will be responsible for the physical move and costs related to relocating the equipment except where the relocation was caused by the Customer. ANS will invoice Customers for such moves in the event that they are due to the Customer's breach of the Agreement or caused by the Customer or at the Customer's request.

4. BANDWIDTH ACCESS SERVICE- ANS IPConnectSM

In addition to the foregoing, the following additional Policies apply only to ANS' bandwidth access services. ANS resells third party bandwidth access under the ANS IPConnectSM brand. Such resale of bandwidth access is subject to the terms and conditions of the respective bandwidth access provider and the AUP's referenced below.

4.1 ACCEPTABLE USE POLICY (AUP)/PROPER USE

ANS's third party bandwidth access providers require that Customers comply with the respective third party bandwidth provider's AUP and other terms and conditions of service. The AUPs are pass-through requirements of the respective providers. Please see the respective AUP's on the ANS Portal. ANS notifies Customers promptly upon learning of any alleged AUP violation of the underlying provider. Immediately upon such notice, Customers are responsible for investigating complaints and taking necessary steps to remedy any violations. ANS reserves the right to terminate its agreements at any time if AUP violations are not promptly cured, subject to lump-sum early termination charges as provided in the agreement. If service is terminated by the underlying provider for AUP violations, ANS will not sell like services from another third party bandwidth access provider to the AUP violator.

4.2 SERVICE LEVELS/OUTAGE CREDITS/SERVICE

ANS guarantees bandwidth uptime according to the Service Level Agreement of the underlying bandwidth provider. For a complete policy as to service levels, outage credits and service commitments for bandwidth access services please see the applicable service level outlined on the ANS Portal.

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4.3 EQUIPMENT MAINTENANCE

From time to time, ANS and/or the third party bandwidth access provider may need to perform maintenance on or upgrades to its equipment. ANS will provide as much advance notice as possible prior to any scheduled maintenance or upgrade work and will use its best efforts to minimize or avoid service interruptions during such periods. ANS also reserves the right to perform emergency or unscheduled maintenance outside of planned maintenance times, as needed to preserve the integrity of its network; of course, ANS will provide as much prior notice as possible.

5. MANAGED SERVICES

ANS offers, as an optional value-added service, Managed Services to all Customers where ANS' technicians including system administrators and engineers can, at the requesting Customer's direction, complete various installations, maintenance and repair tasks. Some tasks may be one-time events and others may be monthly services performed by ANS personnel.

In some maintenance tasks when ANS' technicians are acting as a "remote" set of "hands" at the direction of the requesting Customer, the requestor must be either the Primary or Secondary Contact on the Facility Access List and must provide clear, specific and detailed instructions. The ANS technician will not act on any direction that he or she deems to be unclear, incomplete, dangerous or otherwise inadvisable, particularly if he or she believes such an action will interfere with the ANS distribution infrastructure or another Customer's equipment. Ultimately, it is up to the on-duty ANS technician to determine whether to perform a requested task, and ANS will not be obligated to provide these services. In any event, ANS will not be responsible or liable for carrying out any requested procedure (as long as it does so in accordance with the instructions provided).

Please refer to your Service Order(s) for specifics of what ANS Managed Services are in your Agreement and for clear definitions of ANS responsibilities and Customer responsibilities.

6. SERVICE LEVEL AGREEMENTS (SLAS)

ANS guarantees certain service level assurances on its products and services and provides credits for any failure to meet such commitments as outlined below. In support of these SLAs, ANS provides three days' advance written notice to Customers prior to any scheduled inspection or repair that may affect service ("scheduled maintenance"). Of course, in cases of an emergency, ANS will provide such notice as early as possible under the circumstances. Scheduled maintenance periods are not considered a service interruption with regard to any calculation of credits.

Credits cannot be issued for service unavailability attributable to Force Majeure events, failure of customer's equipment or the action, inaction, negligence or other fault of customers or third parties or any other cause beyond ANS' control.

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6.1 FACILITY UPTIME

ANS guarantees that its colocation services will be available not less than 99.9% of the time, measured on a calendar month basis. "Service Unavailability" is calculated as the number of full minutes in any calendar month during which any one or more of the services provided by ANS are not available to Customers.

Whenever ANS is notified or otherwise becomes aware of any service interruption, ANS immediately notifies the affected Customers and begins the required steps to reestablish services. In the event that ANS fails to meet the 99.9% facility uptime SLA, a credit equal to a percentage of the colocation monthly recurring charge ("MRC") for the affected services will be applied to the next monthly billing cycle. Credits will be determined by dividing the minutes of Service Unavailability by total minutes in that calendar month and multiplying the result by the MRC for the affected services, plus 10% of the MRC.

7. INSURANCE

In order to adequately protect its own financial interests and ensure protection for all other ANS Customers, ANS requires all Customers to carry and provide documentation of certain insurance coverage. All insurance policies must be issued by established insurance companies that are authorized to do business in each State in which the equipment, space and premises are located and must designate ANS and its affiliates and subsidiaries as named insured. ANS may require that Customers provide certificates of insurance at the beginning of any contract term and within 30 days of any subsequent request. These certificates must provide that the insurance will not be canceled, non-renewed or materially changed without at least thirty days' prior written notice to ANS. ANS accepts a single Certificate of Insurance for all sites that need only be provided once annually provided you use the language set forth below.

Please have your insurance company issue the insurance certificate with the following language in the "Certificate Holder" section of the Certificate of Insurance:

- > "ANS and its affiliated, associated, and subsidiary companies, partnerships, controlled entities, and assigns, including their respective Officers, Directors, and Employees of each are included as additional insured's on the Commercial General Liability Policy (and/or other policies). Each of the policies include a waiver of subrogation in favor these additional insured's."

In general, ANS recommends that customers are covered by a combination of primary liability and umbrella excess liability insurance that satisfies a minimum total limit of \$1,000,000, including:

- > Commercial General Liability Insurance with a combined per occurrence single limit of \$1,000,000 for bodily injury and property damage including a broad form comprehensive liability endorsement specifically including contractual liability coverage insuring the customer's obligations under the Agreement and naming ANS as an additional insured.

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- > Worker's Compensation Insurance in accordance with the laws of each State in which equipment, space and premises are located.
- > Umbrella or Excess Liability Insurance with a combined single limit of no less than \$1,000,000 to apply over the Commercial General Liability, Employer's Liability and insurance policies.
- > "All Risk" property insurance on not less than the full replacement cost of the Customer's equipment, trade fixtures, personal property and any other property of or under the control or in the custody of the Customer.

ANS stresses that it is the Customer's sole responsibility to obtain and maintain adequate insurance covering its use and occupancy of the ANS premises and all of the property installed in any of ANS' facilities, including the conduct of its employees, agents, contractors, customers and other third parties who access the space and common building areas. Moreover, any property insurance policy carried by the Customer that covers property in, on or about the ANS premises must expressly waive any right of subrogation on the part of the insurer against ANS, its officers, directors, employees, agents and contractors when acting within the scope of their employment or engagement.

8. RATES, INVOICING, AND CREDIT INFORMATION

In the event that a Customer fails to provide ANS with its power requirements within three days of the effective date of a Service Order, ANS will bill power charges at a rate of 1 amp of AC power per square foot or 20 amps of AC power per rack or cabinet. Fees will be attached to the service order. In the event that the power rates charged to ANS increase to a level that is more than 5% higher than these charges, ANS may increase its charges proportionately.

Provision of power is subject to all laws, local governmental codes, rules and regulations. For example, most fire codes require that a Customer not use 100% of a 20 Amp breaker. Therefore, although a customer may order a "20 Amp breaker," permitted actual usage will be 80%.

It is standard ANS practice to seek and obtain financial records and other information about Customers' creditworthiness, and where warranted, at the time of contracting, to require security in the form of deposits. In the event ANS requires an advance deposit, Customer may evidence same by submitting a copy of the check along with the respective Service Order(s). All or parts of these advance payments or deposits may be offset against Services not timely paid for. Amounts not offset in this way are returned to Customer without interest at the termination or expiration of the underlying agreement.

One hundred percent of all non-recurring charges and one month security deposit are due upon signing of the Service Order. The Customer may evidence compliance with the 100% pre-payment requirement by delivering a copy of the check for same along with the respective Service Order(s).

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If a Customer defaults by failing to pay all undisputed amounts and ANS, after giving the required notice, terminates power, and subsequently Customer desires to reinstate power by bringing all amounts due current, ANS reserves the right to charge a one time reinstatement fee (not to exceed USD\$250.00) for the reinstatement of power.

9. SECURITY

The following ANS Policies are adopted for the operational efficiency, security and safety of all Customers.

ANS Responsibilities

The sites will be open for Customer access twenty-four (24) hours a day, seven (7) days a week by access card key or scheduled escort depending on the facility, except in the event of an emergency. In case of an emergency, ANS will notify Customer when site access will be restored. Advance notice will be provided to Customers concerning any scheduled maintenance that may interfere with Customer's access to or use of the Customer's space.

- > The ANS sites will be in compliance with all applicable building laws and local building codes.
- > Emergency contact information is available on the ANS Portal for Customer to use in the event of emergency or other needs as identified by Customers.
- > ANS will restrict unauthorized access to the sites. All racks will be under video camera surveillance, and Customers in shared rack spaces will be escorted to their space.

Customer Responsibilities

- > Each Customer will comply with all security procedures relating to ANS sites. No Customer or their agent may attempt to gain fraudulent or unauthorized access to the ANS sites.
- > Each Customer will maintain its space in an orderly and clean manner and in good repair and condition (reasonable wear and tear only excepted). No Customer may leave litter, cartons, packaging or other unnecessary items overnight in or around its space.
- > Customers will make only appropriate use of the restrooms, or any other common areas in ANS sites.
- > All Customers will behave in a courteous and professional manner within the sites.
- > No Customer may touch, access, tamper, or interfere with another Customer's space, equipment or property. No Customer may alter, tamper with, adjust, or repair space, equipment or property of ANS.
- > No Customer may eat, drink or use tobacco products within the sites except within areas designated by ANS.

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- > Alcohol beverages or illegal controlled substances may not be used anywhere within the site. No person under the influence of these substances will be permitted access to the Premises.

Visitor Authorization and Identification

- > Customers will designate a Primary Contact and Secondary Contact on their initial Facility Access List. The Primary and Secondary Contacts will be contacted for approval whenever an unauthorized visitor requests access.
- > All requests for visits by minors (persons 16 years old or younger) must receive prior approval from the ANS Security Operations Center ("SOC").
- > Upon a customer's entry into the site, ANS may (at its discretion) accompany Customer inside the site, and may (at its discretion) remain with Customer for the entire time that Customer is in the site. However, Customers will have privacy when within their contracted space, and ANS will maintain sufficient distance from Customer at such times as to not have access to Customer's legitimate activities and confidential information.
- > ANS may access any Customer's space (i) as needed during an emergency; and (ii) as needed to perform those services necessary for the use of the site by all Customers. ANS will not touch, maintain, use, upgrade, repair or operate Customer's equipment, except in an emergency or unless authorized by a Customer's Managed Services Agreement.
- > Each Customer must provide ANS SOC with a completed Facility Access List for each Customer representative requiring access to an ANS site(s).
- > ANS may, at its discretion, require each Authorized Person to have a full-face photograph taken on the site Premises for purposes of secure identification.

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10. ANS ELECTRONIC COMMERCE USER AGREEMENT AND LICENSE

Following is the agreement and License governing your use of ANS' password protected and secure areas of its website.

This Electronic Commerce User Agreement and License ("Agreement") governs your use of Advanced Network Solutions, Inc. and its affiliates' ("ANS") web site. Read all terms and conditions of this Agreement before accessing the ANS Web Site or any Informational Database. By accessing the Web Site or Informational Database, your organization ("you") agree to these terms and conditions, as modified or amended from time to time and each time you access the Database, Software or the Site, you reconfirm your agreement. If you do not agree to these terms and conditions, you may elect not to access the Database or Site. This Agreement is effective from the day you initially use the Software, access the Database or Site until such time as you cease to be an authorized customer of ANS.

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

(i) **Site or Web Site.** The Site or Web Site means all information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in ANS' World Wide Web Site located at www.ansonline.net.

(ii) **Software.** The Software, if any, includes all concepts, users and program interfaces and structures, functionality, computer code and other technology inherent in all computer software programs and all copies of the software supporting any of ANS' electronic commerce tools and products.

(iii) **Databases or Informational Databases.** The Informational Databases or Database includes all information accessible from ANS through the Software or the Site, which may include, but is not limited to, data structures, technical and other specifications, pricing, advice, and other data and information. All data and other information available on the Informational Databases are proprietary, confidential and the sole property of ANS or third parties licensing such information to ANS. As such, it may not be disclosed to any third party without the prior written consent of ANS.

2. Security. You must enter a valid user ID and password ("access codes") to use certain Software, access some of the Databases or access the Web Site's secure areas. It is your sole responsibility to monitor use of these access codes for all purposes, including, but not limited to ordering. You accept all responsibility for the security of your user ID and password, and utilization of the Software, Informational Databases or

Web Site via the access codes. This includes unauthorized access by your employees or third parties, except for access by third parties resulting from ANS' sole negligence. You have the ability to modify your password at any time. ANS recommends you modify your password regularly. Notify ANS immediately if you wish to terminate your user ID and password or have these access codes reissued. Do not disclose your access codes to anyone not authorized to act on your behalf.

3. Order Validity. You agree not to contest the validity or enforceability of orders placed via the Software or through the Web Site's secure areas under the provisions of any applicable law. All orders placed using the user ID and password shall, for all purposes, be deemed to be in writing signed by you and will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

4. Terms and Conditions of Sale. Unless otherwise stated in an express written agreement signed by an officer of ANS, the terms and conditions contained on ANS' Master Service Agreement, Service Orders, Policies and Procedures, written invoices, and available on line, as amended from time to time, shall apply to all transactions initiated via the Software or through the Web Site. ANS' terms and conditions of sale may vary depending upon the country from which you are ordering or the subsidiary with whom you do business.

ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

5. Termination and Modification. ANS may elect to update, modify, change or terminate all or any part of the functionality available through the Software or Informational Databases or Site, including modification or termination of the ability to place orders or make inquiries at any time in the future. ANS may modify this Agreement from time to time.

Any amendments or modifications may be provided to you through on-line notice. You agree that use of the Software or access to the Informational Databases or Site after you have, or should have received, notice of modifications or amendments to this Agreement will constitute acceptance of all such modifications or amendments. You agree on

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termination of this Agreement immediately to cease accessing the Informational Databases or Site. The Software, Informational Databases, and the Site's secure areas are confidential information of ANS or companies licensing ANS and contain copyrighted information.

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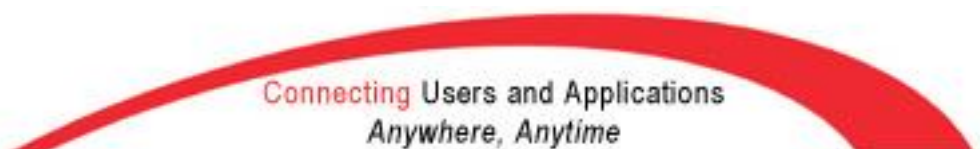


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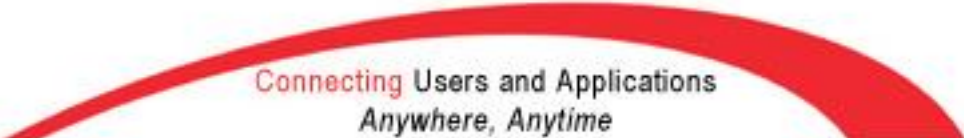
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