

MASTER CO-LOCATION AGREEMENT
(tw telecom holdings inc.)

The following MASTER CO-LOCATION TERMS AND CONDITIONS apply to all agreements for Co-location Space between the State of Hawaii, its agencies and political subdivisions ("Licensee(s)"), and **tw telecom holdings inc.** ("TWTC") under Contract No. SPO # 12-12. TWTC currently owns or leases certain premises and is willing to license the right to use space within such premises to Licensee for the purposes described herein.

1. Definitions: The following definitions will apply when used in this Agreement and in any related documentation. If terms are not expressly defined in this Agreement, they shall have the meanings commonly attributed to them in the telecommunications industry.

"Co-location Service Order" shall mean the order form used by the parties for TWTC's license of Co-location Space to Licensee at the particular Co-location Site. Co-location Service Orders for specific Co-location Sites are incorporated by reference into this Agreement.

"Co-location Site" is a facility in which TWTC licenses Co-location Space to Licensee.

"Co-location Space" shall mean the location within the Co-location Site where Licensee is permitted to place its Equipment. The following types of Co-location Space are generally offered by TWTC:

- i) "Cabinet(s)". An enclosure with locking front and rear doors, typically housing a single Rack.
- ii) "Rack". A single open 2 or 4-post structure typically located within a Private Caged Space. Some Co-location Sites offer 2-post open racks in a common area of the Co-location Site.
- iii) "Private Caged Space". An area of floor space enclosed by mesh fencing, typically dedicated to a single licensee. Usable square feet includes the total enclosed floor space within the mesh fencing.

"Equipment" means telecommunications and/or video equipment, and related cabling, owned by Licensee.

"MRCs" means monthly recurring charges for the applicable Co-location Space(s).

"Tax" or "Taxes" means any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed, or sought to be imposed, on or with respect to the Co-location Space which TWTC is required or permitted by law or a tariff to collect from Licensee; *provided, however*, that the term "Tax" or "Taxes" will not include any tax on TWTC's corporate existence, status, or income.

"TASC" is the Technical Assurance Service Confirmation document describing the configuration details of the applicable Co-location Space(s), and is incorporated by reference into this Agreement.

2. License of Co-location Space:

(a) Master Co-location Agreement. These Master Co-location Terms and Conditions govern all Co-location Service Orders entered into by Licensee. If Licensee has existing co-location agreements with TWTC ("Existing Co-Location"), this Agreement hereby supersedes the prior agreements and will hereafter govern the existing co-location and related services. However, the pricing and service terms for the existing co-location will continue through the expiration of their respective terms, unless a subsequent Co-location Service Order is entered into by the parties to supersede such prior terms.

(b) License. TWTC grants a non-exclusive, revocable license to Licensee to install, operate and maintain Equipment in the Co-location Space under the terms set forth herein and in the applicable Co-location Service Order. This license is subject and subordinate to TWTC's lease of the Co-location Site containing the Co-location Space ("Lease"). TWTC has no obligation to provide Licensee with additional space or power other than as described in the Co-location Service Order. Licensee acknowledges that it has not been granted any real property interests.

(c) Preparation and Use of Co-location Space. TWTC will prepare the Co-location Space according to the specifications detailed in the Co-location Service Order and TASC. Licensee will pay a non-recurring charge for preparation of the Co-location Space as provided in the applicable Co-location Service Order. TWTC will not commence work until Licensee has paid at least one-half of the non-recurring charges. Licensee may not alter or improve the Co-location Space without prior written approval of TWTC.

(d) Use of Co-location Space. Licensee may only use the Co-location Space for installing, operating and maintaining its Equipment in the Co-location Space and only for connecting with TWTC services. Licensee may not use the Co-Location Space for any other purpose including, without limitation, as an employee work location, shipping or mailing address, storage area, or for any unlawful purposes. Licensee may not use its Equipment in the Co-location Space to connect with other telecommunications providers without the prior written consent of TWTC, which consent may be withheld in TWTC's sole discretion. If TWTC provides its consent, Licensee must utilize TWTC as the underlying transport service provider from the Co-location Space to the other telecommunication provider's service location.

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Licensee also agrees to comply with the TWTC Co-location Facility User Guide attached as Exhibit A.

3. Power Rate Charges – Maximum Power Draw:

(a) Power Rate Charges: Power is charged on a breakered amp basis which includes the applicable power utility rate and associated support costs. If the utility provider increases the costs for power to the Co-location Site, TWTC may increase Licensee's pricing for the power, but only in an amount necessary to cover TWTC's additional costs associated with providing the power to Licensee. For Existing Co-location, notwithstanding anything to the contrary, TWTC also may pass through to Licensee the applicable power utility rate and associated support costs that TWTC is incurring to provide power to Licensee.

(b) Maximum Power Draw: Licensee's actual power usage may not exceed the Maximum Power Draw as defined below. The Maximum Power Draw for a Co-location Space will be set forth in the applicable Co-location Service Order and includes the following two independent power utilization restrictions (collectively, "Maximum Power Draw"): (i) Maximum Allowable Per Rack / Per Cabinet Power Density, which is identified and measured on a maximum watts per Rack or per Cabinet basis; and (ii) Maximum Allowable Per Square Foot Power Density, which is Licensee's combined power draw within the Co-location Space as identified and measured on an overall usage per square foot basis. This restriction establishes the maximum allowable watts per square foot within a Private Caged Space, or the space associated with the common area footprint of a Cabinet, that Licensee can draw at a static point in time, divided by the total usable square feet in the Private Caged Space, or the space of the common area footprint of the Cabinet.

If Licensee exceeds either of the Maximum Power Draw restrictions for one hour or longer without TWTC's prior written consent and Licensee does not reduce and maintain its power consumption below the Maximum Power Draw, then TWTC may, at its option, increase the MRCs payable by Licensee for the affected Co-location Space (to a rate determined in its reasonable discretion), assess a non-recurring power utilization overage charge payable by the Licensee for each violation, or terminate Licensee's use of the Co-location Space. If Licensee's power consumption exceeds the Maximum Power Draw and, in TWTC's reasonable opinion, creates an unsafe or hazardous environment (including threatening the safe, continued operation of any part of the Co-location Site), then TWTC may immediately suspend power to the Co-Location Space until Licensee has remedied the cause and has provided TWTC with adequate assurance that such event will not recur. Licensee shall remain responsible for all applicable charges associated with the Co-location Space during all periods that TWTC has

suspended power due to Licensee exceeding the Maximum Power Draw.

Any requests for additional power are subject to TWTC's prior written approval, which may be conditioned at TWTC's sole discretion. If Licensee requires redundant power circuit(s), the load balancing level between Licensee's primary power circuit and redundant power circuit during normal use also shall not exceed the primary power circuit's Maximum Power Draw.

(c) Licensee Provided UPS or Power Inverter:

Licensee is not permitted to provide its own uninterruptable power supply ("UPS") at sites that offer TWTC UPS conditioned power or to convert DC power to AC power without TWTC's prior written consent, which may be withheld at TWTC's sole discretion. If TWTC provides its consent, including without limitation approval of the Equipment, design and manner of installation, Licensee, at Licensee's sole cost and expense, may install a rack mounted UPS unit to provide conditioned AC power or inverters for the purposes of converting DC to AC power. TWTC shall have no responsibility for the operation or performance of this equipment. Licensee agrees to follow and adhere to all applicable EPA, OSHA, state, and local safety laws, requirements, regulations, codes, and ordinances associated with the installation of UPS or inverter equipment. Compliance may include, without limitation, wiring the Licensee's provided UPS system to a centralized automatic shut-off switch outside of the Co-location Space, as well as providing hydrogen alarms outside the Co-location Space. Licensee shall be responsible, to the extent permitted by law, for any and all liabilities, claims, demands, costs, damages, fines, penalties or expenses arising from Licensee's installation, operation, maintenance, or repair of UPS or inverter equipment, including without limitation damage to the Co-location Space or the Co-location Site arising from such installation, operation, maintenance or repair, provided that funds are appropriated and allotted for that purpose (Licensee agrees to request an appropriation for covered matters).

4. Relocation of Equipment in Co-location Site:

TWTC will not arbitrarily or capriciously require Licensee to relocate Equipment; however, upon sixty (60) days' prior written notice (or, in the event of an emergency, such notice as may be reasonable under the circumstances), TWTC may require Licensee to relocate its Equipment. The relocation site must provide comparable environmental conditions and accessibility. The reasonable costs of relocating the Equipment and of improving the relocation site will be at TWTC's expense.

5. Payment, Charges, Taxes, Revenue Commitment:

(a) Billing begins on the date the Co-location Space is made available to Licensee and will not be delayed due

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to Licensee's lack of readiness to accept or use the Co-location Space. The MRCs for Co-location Space are set forth in the applicable Co-location Service Order. MRCs are billed in advance, but usage charges are billed in arrears. Other than sums to be paid in advance pursuant to Section 2(c) above for preparation of the Co-Location Space, all amounts billed are due within thirty (30) days following the invoice date ("Due Date"). Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law. Licensee may dispute charges by completing and submitting a dispute form via TWTC's online dispute website at <https://billing.twtelecom.com/disputes>, or by contacting TWTC's dispute telephone line at 1-800-829-0420. All claims must be submitted to TWTC within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived.

(b) Taxes, as defined above, are invoiced separately from the MRCs and, whenever reasonably possible, they will be invoiced as a separate line item. Notwithstanding anything to the contrary, Licensee will be liable for and TWTC may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within the period allowable under applicable federal or state law or regulation. If Licensee fails to pay any Taxes properly billed then, as between TWTC and Licensee, Licensee will be solely responsible for payment of the Taxes, penalty and interest. If either party is audited by a taxing authority or other governmental authority, the other party agrees to reasonably cooperate with the party being audited, at the audited party's expense, in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

(c) In consideration of TWTC's issuance of the License to the applicable Co-location Space, Licensee agrees to purchase Eligible Purchases (defined below) from TWTC that generate at least 1.5 times the MRCs associated with all of the Licensee's TWTC Co-location Space(s) ("Monthly Revenue Commitment"). If Licensee fails to meet the Monthly Revenue Commitment during any month of the Term, Licensee agrees to pay TWTC the shortfall equal to the difference between the Monthly Revenue Commitment and the MRCs associated with services Licensee actually purchased from TWTC.

"Eligible Purchases" includes the MRCs and usage charges associated with the following TWTC services: data, voice, transport, Internet and managed services. Eligible Purchases do not include charges for the Co-location Space or power, and do not include Taxes, non-recurring charges, credits that have been issued, unpaid amounts, pass-through charges, or installation charges.

6. Term: The term for Licensee's Co-location Space within each Co-location Site will be set forth in the applicable Co-Location Service Order ("Service Term"). Service Terms will automatically renew for successive one month periods unless terminated by either party upon at least thirty days written notice. TWTC may adjust the MRC for Co-location Space for renewal terms by providing Licensee with 30 day written notice prior to the commencement of the applicable renewal term. When the Term of this Agreement expires, existing Service Terms will continue in effect for the remainder of their respective terms and will continue to be governed by this Agreement.

7. Termination:

(a) Either party may terminate the applicable Co-location Service Order(s) if the other breaches a material provision of this Agreement or applicable Co-location Service Order(s) and fails to cure the breach within ten (10) days following written notice.

(b) Within ten days following the end of a Service Term, Licensee must remove its Equipment and restore the Co-location Space(s) to its original condition, reasonable wear and tear excepted. If Licensee fails to perform the restoration, TWTC may do so and, to the extent permitted by applicable law, Licensee will reimburse TWTC for the reasonable cost of restoring the Co-location Space(s) to such condition. If any Equipment is not removed by Licensee within such ten day period, TWTC may ship the Equipment to Licensee by common carrier for Licensee's sole benefit and at Licensee's sole risk and expense. If TWTC does not ship the Equipment, then Licensee shall be deemed to have abandoned the Equipment and its title shall pass to TWTC under this Agreement as by a bill of sale, without any further notice to Licensee. To the extent permitted by applicable law, Licensee shall be responsible for the cost of removal, storage and disposal of such abandoned Equipment as well as any damages caused by such removal. TWTC shall not be liable to Licensee for disposing of the abandoned Equipment (including without limitation destruction) or for any proceeds resulting from any sale of the abandoned Equipment.

8. Insurance:

Licensee may satisfy the insurance requirements herein through qualified plans of self-insurance, providing TWTC with reasonable evidence of such prior to occupying the Co-Location Space and upon request thereafter.

The minimum limits of required insurance in no way limits or diminishes Licensee's liability, and may be subject to increase if necessary for adequate protection. Within thirty days of demand for such increased coverage, Licensee must provide TWTC with a

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Certificate of Insurance reflecting the increased coverage and other required insurance provisions.

(i) Workers' Compensation Insurance:

Part I: Workers' Compensation insurance in accordance with the statutory requirements in the respective state(s) where Equipment will be located.

Part II: Employer's Liability in the amount of \$1,000,000 for each accident, for disease-each employee; and for disease-policy limit.

(ii) Commercial General Liability Insurance: Coverage for Bodily Injury and Property Damage, including, but not limited to, Licensee's use of the Co-location Space and Licensee's completed operations and product liability.

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|---------------------------------------|-------------|
| Each Occurrence | \$2,000,000 |
| General Aggregate | \$2,000,000 |
| Damage to Rented Premises/Fire Damage | \$1,000,000 |

(iii) Commercial Automobile Liability Insurance: Coverage to include owned, non-owned, leased and hired vehicles and coverage for Property Damage and Bodily Injury. Combined Single Limit: \$1,000,000.

(iv) Property Coverage: Property insurance on an all-risk, replacement cost basis for Licensee's personal property and Equipment.

9. Ownership of Equipment: Except as provided in Section 7(c) above, regardless of the manner in which the Equipment is attached to the Co-location Space, TWTC has no ownership rights to or interest in the Equipment. In all respects, the Equipment remains the sole property of the Licensee.

10. Notices: All notices, consents, and other communications herein must be in writing and delivered as follows (or to such additional or other persons, at such other address or addressees as may be designated by notice of the appropriate party): To TWTC at 10475 Park Meadows Drive, Att'n: General Counsel, Littleton, CO 80124, and to Licensee at the billing address for the government customer that signed the Co-location Service Order at issue. Notice by mail shall be effective upon receipt as may be evidenced by a return receipt or equivalent. Notice by recognized overnight delivery service is effective when received as evidenced by a signed delivery receipt. If rejected by the recipient party, notice shall be presumed received on the date of rejection.

11. Limitation of Liability and Licensee's Responsibility:

(a) Licensee will be responsible, to the extent permitted by law, for any and all third party claims, demands, investigations, suits, proceedings, liabilities, losses, costs, damages of any kind, expenses, environmental

response and remediation costs, and penalties or fines (i) arising out of the installation, operation and/or maintenance of the Equipment, Licensee's use of the Equipment, or Licensee's use of or presence in the Co-location Space or the Co-location Site, (ii) arising out of any breach by Licensee of this Agreement, or (iii) otherwise arising from the negligence or willful misconduct of Licensee, except to the extent of TWTC's negligence or willful misconduct, provided that funds are appropriated and allotted for that purpose (Licensee agrees to request an appropriation for covered matters).

(b) Except as to the responsibilities set forth in Section 11(a) above, neither Licensee nor TWTC will be liable to each other for any incidental, indirect, special, consequential, punitive or reliance damages of any nature whatsoever regardless of foreseeability (including, but not limited to, any claim from any end user for loss of services, lost profits or lost revenues) arising under or in connection with this Agreement, or arising out of any act or omission by either TWTC or Licensee, their respective employees, servants or agents. Neither party will have any liability to the end users of the other for claims arising from the provision of the other party's service to its end users. In no event will TWTC be liable for any damage to, or loss of, Licensee's Equipment or resulting business interruption, including Equipment and business interruption of Licensee's contractors or vendors. TWTC's liability for any damages under, associated with, or arising from this Agreement may not exceed one month's calculation of the MRC for the applicable Co-location Space regardless of the form of the action, nature of the claim asserted or the frustration of any party's purpose.

(c) Licensee acknowledges that other co-locating licensees may have access to the Co-location Site. In no event will TWTC be liable for any damage to Licensee's Equipment or any interruption to Licensee's service caused by any action or inaction of another co-locating licensee, their respective agents or invitees, or for failure to provide security escort for another co-locating licensee.

12. Force Majeure: Neither party is liable for any delay or failure of performance if such delay or failure is caused by a Force Majeure Event. Force Majeure Event means an event beyond the reasonable control of a party, including without limitation, acts of God, fire, explosion, vandalism, cable cut by a third party, adverse weather conditions, governmental action, labor difficulties, and supplier failures. The party claiming relief under this section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of such delay or failure of performance until the cessation of such Force Majeure Event. If the Force Majeure Event continues for a consecutive period of ten (10) days or

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more, either party may terminate the applicable Co-location Service Order(s) without liability.

13. Damage to Co-location Site: If the Co-location Site or Co-location Space is damaged by fire or other casualty and is rendered unusable by Licensee, and neither the applicable landlord nor TWTC terminate the underlying lease, and TWTC elects or is required to restore the Co-location Site to substantially the same condition it was in prior to the damage, the charges for the Co-location Space will proportionately abate, based on the amount of square footage which is rendered untenable, for the period from the occurrence of the damage to the date it is repaired.

14. Assignment: This Agreement is binding upon and inures to the benefit of the parties and their respective successors or assigns. Licensee may not assign or transfer this Agreement or any Co-Location Service Order without the prior written consent of TWTC, which may be withheld in TWTC's reasonable discretion. Licensee may assign this Agreement on written notice to TWTC no less than sixty days prior to assignment, but without TWTC's consent, if to a subsidiary, affiliate or successor in interest of the Licensee's business ("Assignee") so long as Licensee provides TWTC with evidence satisfactory to TWTC, in its reasonable discretion, that Assignee's financial condition and credit history is at least as favorable as Licensee's at the time of the proposed Assignment, Assignee agrees in a signed writing provided to TWTC to be bound by the terms of this Agreement, and either: (i) Licensee is not in breach of this Agreement at the time of assignment and has fully paid all sums due through the date of the assignment; or (ii) Assignee agrees in a writing that is provided to TWTC prior to the assignment to be bound by all past obligations of Licensee and cures all of Licensee's payment defaults prior to the assignment. Notwithstanding the foregoing, Licensee may not assign this Agreement to another telecommunications provider or competitor of TWTC under any circumstance.

TWTC may assign this Agreement to a purchaser of a controlling interest in its common stock or all or substantially all of its assets, to its parent company, or to a successor company resulting from an internal restructuring. Upon such assignment, TWTC will have no further liability for any obligations arising after the date of such assignment.

15. No Waivers; Remedies Cumulative: A waiver by either party of the breach of any of the terms and conditions of this Agreement must be in writing signed by the party granting the waiver and shall not be construed to be a waiver of any succeeding breaches or of any other part hereof. All remedies provided in this Agreement are cumulative and not mutually exclusive.

16. Nature of Relationship: Nothing contained herein shall be deemed to create a relationship between TWTC and Licensee of employer and employee, master and servant, principal and agent, contractor and subcontractor, co-venturers, partners or any similar relationships within the meaning of any law or otherwise. This Agreement shall not constitute either party as the agent for or principal of the other. There shall be no third-party beneficiaries and the parties do not intend to benefit, or create any rights in, any parties who have not signed this Agreement.

17. Representations and Warranties: Each party represents and warrants that it has taken all requisite corporate or partnership action to approve execution, delivery and performance of this Agreement and that this Agreement constitutes a legal, valid and binding obligation against it in accordance with its terms.

18. Confidentiality: Each party may disclose information marked confidential to the other party in connection with this Agreement. Information marked confidential provided by TWTC to Licensee will be kept confidential to the extent permitted by the Uniform Information Practices Act, chapter 92F, Hawaii Revised Statutes. Confidential Information may only be used in connection with performance under this Agreement. Confidential Information may not be disclosed except to those employees or affiliates of the receiving party who have a need to know, or to consultants or subcontractors of the receiving party who agree to be bound by this section. Confidential Information does not include information that is generally available to the public through no wrongful act of the receiving party or is independently developed by the receiving party. Upon termination or expiration of this Agreement, the receiving party, as permitted by applicable law, will return the Confidential Information or destroy it. The obligations of this provision will survive for five years after the termination or expiration of this Agreement.

19. General Provisions: The interpretation of the rights and duties of the Parties and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and subject to the laws of the State of Hawaii. The terms and provisions contained in this Agreement that by their nature are intended to survive the performance thereof by the parties will so survive, including, without limitation, the making of any and all payments due hereunder. Descriptive headings are for convenience only and will not affect the construction of this Agreement. No rule of construction requiring interpretation against the draftsman hereof will apply in the interpretation of this Agreement. This Agreement together with the referenced documentation sets forth the entire agreement of the parties with respect to the License, and supersedes all prior oral or written agreements or understandings. If there is a conflict, this

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Agreement shall prevail over the Co-location Service Order, and the Co-location Service Order shall prevail over the TASC. This Agreement may only be modified in writing executed by the parties.

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EXHIBIT A: tw telecom CO-LOCATION FACILITY USER GUIDE

Last Updated: April 22, 2008

Security: Co-location Site and Co-location Space:

- TWTC will provide and maintain: card reader(s), scanner(s) and/or other access device(s) for access to the applicable Co-location Site. Licensee is required to follow the access control policies and security measures that are in place for the applicable Co-location Site. Security doors and fire exits within the Co-location Site must not be left open and/or blocked under any circumstances. Licensee is responsible for making sure that the building access door is closed and alarms are activated (if applicable) when leaving the Co-location Site. Licensee is responsible for safeguarding access cards/keys/punch cards provided by TWTC, and is responsible for the cost of replacing its security devices that are lost or stolen. Licensee is responsible for notifying TWTC immediately of lost or stolen access cards/keys/punch cards. Licensee shall be responsible for any damages caused by unauthorized parties that gain access to the Co-location Site and/or the Co-location Space through access cards, keys or other access devices provided to Licensee.
- If applicable, TWTC will provide a key or combination locking device on Licensee's Caged Co-location Space, and Licensee shall be solely responsible for locking and/or activating the locking device.
- Security cameras or visual monitoring devices may only be installed by Licensee upon TWTC's prior written consent. If they are allowed, they must be mounted inside the Licensee's Co-location Space and only may be used to monitor access and egress at the Co-location Space. The view of any visual monitoring device is subject to review by TWTC. If TWTC determines, in its reasonable discretion, that the view of the monitoring device exceeds the immediate area of the Co-location Space, Licensee shall promptly remove or modify the monitoring device to comply with this section.
- For Co-location Sites that require escorted access (i.e. sites not having Licensee accessible access controls), Licensee must be escorted by a TWTC technician. Visitors will not be allowed access to the Co-location Site unless escorted by authorized Licensee personnel. No escort fees apply for access during business hours at Co-location Sites that are staffed. For access to Co-location Sites that are not staffed and for after hours access at Co-location Sites that are staffed, Licensee will be billed a dispatch fee and time and material charges. For Co-location Sites that allow unescorted access (i.e. sites with card, key, PIN, and/or Biometric access controls), Licensee may enter at any time (24 x 7 x 365) without a TWTC escort.
- Licensee is responsible for providing TWTC with a list of Licensee's employees, vendors and contractors who will need access to the Co-location Space. Licensee is responsible for notifying TWTC immediately of employee termination or resignation for any employee who has an access badge.

Use of Co-location Site and Co-location Space:

General Information:

- Licensee is not permitted to sublicense Co-location Space or to resell or share power.
- Licensee is required to establish, adhere to, and maintain full compliance with all EPA, OSHA, state, local and jurisdictional safety laws, requirements, regulations, codes, and ordinances. Licensee is also required to comply with all policies and procedures identified in the Co-location Site Safety and Environmental Requirements for Contractors and Co-location Licensees document that is available at the particular Co-location Site.
- Licensee is not permitted to use the Co-location Site for storage, nor may it bring food, alcohol, firearms, illegal drugs, hazardous materials or liquids into the Co-location Site. Licensee is not permitted to use electrical appliances (e.g., coffee pots, space heaters, etc.) in the Co-location Space or Co-location Site.
- Licensee is required to use a corporate calling card to place toll calls from any TWTC phone.
- Licensee may not ship Equipment directly to the Co-Location Site without TWTC's prior written consent. TWTC is not responsible, and Licensee expressly waives any and all claims, for any harm, damage or theft of Licensee's Equipment that is shipped to, or stored at, the Co-Location Site prior to installation.

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Licensee's Equipment Installation:

- When Licensee installs its Equipment, it must follow standards provided by TWTC, the manufacturer's guidelines and the Co-location Site Safety and Environmental Requirements for Contractors and Co-location Licensees document that is available at the applicable Co-location Site. It is the Licensee's responsibility to provide all installation materials for its Equipment and to include items such as fuses, wiring, tie wraps, and labels.
- Licensee is required to supervise its employees and agents, and assumes responsibility for their work. Licensee is required to secure its Equipment before and during installation, and should not leave unsecured Equipment in the Co-location Site. TWTC recommends that Licensee only bring into the Co-location Site its Equipment that can be installed in one day into the Co-location Space.
- Licensee is not permitted to provide its own uninterruptable power supply ("UPS") at sites that offer TWTC UPS conditioned power or to convert DC power to AC power without TWTC's prior written consent. TWTC shall have no responsibility for the operation or performance of this equipment. Licensee agrees to follow and adhere to all applicable EPA, OSHA, state, and local safety laws, requirements, regulations, codes, and ordinances associated with the installation of UPS or inverter equipment.
- Licensee is responsible for distributing AC power within its Co-location Space, for providing a network interface panel at the back of its Equipment and for providing TWTC with specifications for cabling from the demarcation point to Licensee's panel. Licensee is also responsible for terminating and testing cable at the demarcation point. Licensee is not permitted to run cable in TWTC signal and power trays or on top of the Co-location Space or Co-location Site or on top of other equipment without TWTC's prior written approval, nor is it permitted to move floor tiles or attempt to penetrate the tile under Cabinet(s) without TWTC's written approval.
- Cold Aisle v. Hot Aisle shall mean the arrangement of Equipment so that its air intake is facing a common aisle ("Cold Aisle"), or the air exhaust faces the alternate common aisle ("Hot Aisle"), as designated by TWTC. In areas within the Co-location Site that are designed to support a Hot Aisle/Cold Aisle configuration, at TWTC's request, Licensee will install Equipment inside its Space Cabinets/Racks following the Hot Aisle/Cold Aisle configuration so that the Equipment's hot air exhaust will face the hot aisle and will use blanking panels in the Co-location Space Cabinets/Racks to cover-up any open rack unit spaces.
- TWTC has the right to monitor and spot-check Licensee's installation activities in the Co-location Space. Observation of work activities or other activities is necessary to ensure that all personnel, equipment, services and the Co-location Site are protected. TWTC has the authority to stop the installation if the work poses an immediate threat or danger to the safety and welfare of personnel, or could cause harm or damage to any equipment or facilities located in the Co-Location Site.
- TWTC will provide prior written notice if an inspection of the Co-location Space is required. If the inspection is provided by a third party such as the local fire department, OSHA, insurance company, etc., TWTC will provide the Licensee with the results of that inspection if available. Licensee will be required to ensure compliance with the inspection report, and TWTC reserves the right to confirm Licensee's compliance. No monitoring or inspection of Licensee's work by TWTC shall be deemed supervision of such representatives nor be construed as a representation or warranty by TWTC of the work being performed.

Signage:

- Licensee may display a single promotional sign with its name and/or logo on the outside of its caged area or cabinet. The promotional sign must not exceed 8 inches x 11 inches. All other signage is prohibited.

Trash Removal:

- TWTC does not pick up after its licensees and expects them to help maintain cleanliness and order in the facilities. Licensee is required to dispose of its trash, Equipment packaging, etc. prior to leaving the Co-location Site.
- For a large suite or cabinet build-out, Licensee must find the means to transport refuse out when no space is available in the facilities' available trash removal containers. Large equipment boxes should be

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placed in the appropriate bin as dictated by TWTC's local operations personnel. Trash removal logistics may vary at each Co-location Site, and Licensee is required to adhere to such specific trash removal policy.

Site Evacuation Policy:

- Licensee must comply with TWTC's evacuation policies. Licensee may contact the local TWTC field operations personnel for any questions about site-specific evacuation procedures, routes and meeting points. Licensee also is responsible for making sure that its contact information is updated at all times.
- Licensee will listen for any announcements and follow instructions. Licensee will evacuate immediately if Licensee hears or sees any alarms. In all circumstances, TWTC, at its sole discretion, reserves the right to make the final determination about when it is safe to re-enter the Co-location Site. TWTC will work with the appropriate building, local, state, and federal authorities in this process.
- Any individuals refusing to leave the Co-location Site remain at their own risk. TWTC will not be liable for anyone who refuses to adhere to TWTC's evacuation policy.

Co-location Site Maintenance:

- TWTC maintenance responsibilities include: Janitorial services, environmental systems maintenance, power plant maintenance and other general maintenance that is reasonably required.

Co-location Environmental Objectives:

"Co-location Environment" means the relative humidity and temperature range objectives in the Co-location Site as measured above the finished floor and in front of the Co-location Space opposite the Equipment's hot air exhaust or on the Cold Aisle, whichever applies.

- TWTC's Environmental objectives for the Co-location Site are as follows:
 - Temperature range measured in degrees Fahrenheit between 65 and 77 degrees
 - Humidity range between 30% and 65%

Smoking Area:

- Smoking is not allowed in the Co-location Site. If Licensee personnel want to smoke, such personnel must adhere to local laws, which can be explained by TWTC's local operations personnel.

Mail Service:

- Licensee may not have mail delivered to the Co-location Site.

Office Workspace Area Use:

- In some Co-location Sites, TWTC offers open office desks/space for licensees to use on a first-come, first-served basis.
- In Co-location Sites that offer workspace areas, Licensee must adhere to the following guidelines:
 - Computers are not included in the office desks/space.
 - The office desks/space is available for Licensee's use; but it is not permitted to drill, solder, or saw in these areas.
 - The office desks/space does not come with lockable cabinets, faxing, photocopying, or secretarial support.
 - Licensee must vacate the workspace at the end of each day, and must properly dispose of its trash before departing.