

# Atlantech Online Services Policies Guide

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# INTRODUCTION

The Atlantech Online Services Policies Guide provides details and pricing on a wide range of Internet services (collectively, the “**Services**”) that Atlantech Online, Inc. (“**Atlantech**”) delivers to its clients and is an integrated legal document associated with the Atlantech General Terms and Conditions Agreement (the “**Agreement**”) that an Atlantech Client executes to obtain the Services from Atlantech.

Atlantech delivers four general services: Internet Access Services, Hosting Services, Enhanced Services and Inside Wiring Services. This Services Policies Guide discusses important details of each of these services along with details of general business practices of Atlantech including billing, service provisioning, service move orders and service termination.

If you have any questions regarding this document, feel free to contact us either via email at [service@atlantech.net](mailto:service@atlantech.net) or at 1-800-256-1612.

## INTERNET ACCESS SERVICES

### TELESPEED (SDSL) AND LEASED LINE INTERNET SERVICES

#### TELESPEED INTERNET SERVICE DESCRIPTION

The TeleSpeed Internet Services are Atlantech’s business-oriented Internet Services based on a Symmetric Digital Subscriber Line (“**SDSL**”) provisioned on a separate line from the Client’s phone service. TeleSpeed Internet Services are designed for individuals and businesses that use the Internet for conducting their work and operating their business. All TeleSpeed orders require an Atlantech Professional Installation. The availability of TeleSpeed Internet Services depends upon the distance of the Client from the central office of the local telephone company and the condition of the wire from the Central Office to the Client’s premises, otherwise referred to as the Client Circuit. The TeleSpeed family of Internet Services consists of various speeds, listed in the table below:

<b>Service Name</b>	<b>Maximum Throughput Downstream</b>	<b>Maximum Throughput Upstream</b>	<b>Distance Limitations</b>
TeleSpeed 144	144 kbps	144 kbps	18,000 feet
TeleSpeed 192	192 kbps	192 kbps	15,000 feet
TeleSpeed 384	384 kbps	384 kbps	15,000 feet
TeleSpeed 768	768 kbps	768 kbps	13,000 feet
TeleSpeed 1.1	1,100 kbps	1,100 kbps	12,000 feet
TeleSpeed 1.5	1,500 kbps	1,500 kbps	7,000 feet

To determine the speed a Client may be able to receive, Atlantech measures the speed the Client could get from its equipment at its location to Atlantech’s equipment in the local telephone company’s central office. While the distance from the Client’s location to the phone company’s central office is a good indication of the speed the

Client may be able to get, there are specific technical limitations that also are considered. Based on certain parameters, it may be necessary for certain orders to be downgraded to the next available speed. If Atlantech can determine during the provisioning of the order that a Client's location does not qualify for the ordered speed, the order will be automatically downgraded to the next available product.

**LEASED LINE INTERNET SERVICE DESCRIPTION**

Leased Line Internet Services are Atlantech's premium business Internet Connectivity Services. Using standard T1, DS3, OC3 and Ethernet over Fiber technology, Leased Line Internet Service enables most Clients, located within the serving area of Atlantech, to receive symmetric speeds from 1.5Mbps up to 1000Mbps. The Leased Line family of Internet Services is offered at full T1, burstable and full DS3, burstable and full OC3 and burstable and full Ethernet.

<b>Service Name</b>	<b>Maximum Throughput Downstream</b>	<b>Maximum Throughput Upstream</b>
T1	1.5 Mbps	1.5 Mps
DS3	45 Mbps	45 Mbps
OC3	155 Mbps	155 Mbps
Ethernet 5 Meg	5 Mbps	5 Mbps
Ethernet 10 Meg	10 Mbps	10 Mbps
Ethernet 25 Meg	25 Mbps	25 Mbps
Ethernet 50 Meg	50 Mbps	50 Mbps
Ethernet 100 Meg	100 Mbps	100 Mbps
Ethernet 1000 Meg	1000 Mbps	1000 Mbps

**IP ADDRESS PROVISIONING FOR TELESPEED AND LEASED LINE INTERNET SERVICES**

Atlantech provides either one (1) static and public IP address with Network Address Translation ("**NAT**") or up to thirteen (13) usable static and public IP addresses without NAT as basic IP configuration options for TeleSpeed and Leased Line Internet Services. The default IP address setting is 1 static IP with NAT. Additional static and public IP addresses without NAT, in configurations of 29, 61, 125, or 253 usable IP addresses, are available at the time of ordering or after installation for additional setup and recurring charges and for use in accordance with the standards applied by the American Registry Internet Numbers ("**ARIN**") for the use of all IP space. Clients who wish to purchase 13 or more IP addresses are required to provide information to Atlantech, in accordance with ARIN guidelines, justifying the usage of the IP addresses before Atlantech will allocate the additional IP addresses. Atlantech will provide such Client-provided information to ARIN upon request from ARIN.

**ISP SERVICES FOR TELESPEED INTERNET SERVICES**

As part of the TeleSpeed Internet Services, the Client will receive the following ISP services:

- Ten (10) POP3 email accounts at the Atlantech.net domain or Client provided domain.
- 24x7x365 Client support

#### PROFESSIONAL INSTALLATION FOR TELESPEED INTERNET SERVICES

TeleSpeed Internet Services require Professional Installation services by an Atlantech Field Service Technician. Atlantech will schedule an installation time with the Client to complete the installation process after Atlantech has confirmed that the Client's Local Exchange Carrier ("**LEC**") has provisioned the appropriate loop to the Client's premises. Professional Installation includes the following on-site services, where required (a limit of 2 hours of included on-site time for each Professional Installation):

- Basic inspection of inside wiring. Maximum of 30 minutes including tracing or toning across phone closets;  
and
- Client Premises Equipment ("**CPE** ") hardware installation of Atlantech-qualified equipment.

The Professional Installation fee does not include the cost of the CPE. Professional Installation service does not include installation or repair of inside wiring. Client is responsible for quality and repair of inside wiring. Changes and/or cancellations to professional installation appointment times that are not provided to Atlantech at least 24 hours in advance will result in a missed appointment fee.

#### INSTALLATION FOR LEASED LINE INTERNET SERVICES

Leased Line Internet Services require the Client's Local Exchange Carrier ("**LEC**") to provide the appropriate loop to the Client's premises. The LEC will terminate the Leased Line at the NID. Client is responsible for all inside wiring between the NID and the location in Client's premises where the Leased Line is to be terminated.

Installation and/or setup fees neither include the cost of the CPE nor the configuration of CPE. Notwithstanding the above, Atlantech will configure at no additional cost all CPE sold to Client by Atlantech and certain Cisco routing equipment owned by Client.

Installation and/or setup fees do not include installation or repair of inside wiring. Client is responsible for quality and repair of inside wiring. Changes and/or cancellations to Leased Line installation appointment times that are not provided to Atlantech at least 24 hours in advance will result in a missed appointment fee.

#### SERVICE LEVEL AGREEMENT FOR TELESPEED AND LEASED LINE INTERNET SERVICES

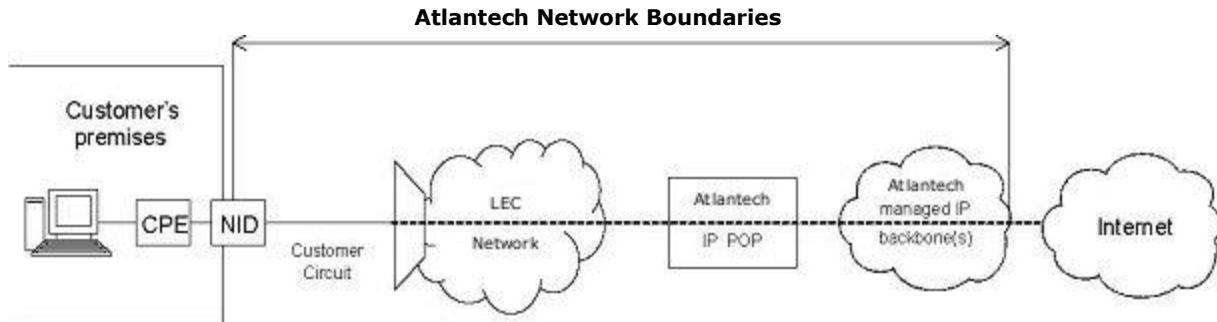
The Atlantech Service Level Agreement ("**SLA**") is applicable only to TeleSpeed and Leased Line Internet Services, and applies only to the Atlantech Network and TeleSpeed or Leased Line Client Circuits. The SLA does not apply to any other services, including but not limited to, TeleSurfer and TeleSoho Internet Services and ISP services (including but not limited to DNS, email, and web hosting). The SLA is applicable only to TeleSpeed and Leased Line Clients under contract with Atlantech.

All terms used in this section and not otherwise defined shall have the meaning attributed to such terms in the Master Services Agreement (the "**Agreement**") between Client and Atlantech.

## DEFINITIONS

**Atlantech Network:** "**Atlantech Network**" means the infrastructure, facilities, and equipment owned, operated, or controlled by Atlantech used to provide TeleSpeed and Leased Line Internet Services. The Atlantech Network excludes CPE, inside wiring at the Client's premises, and any network infrastructure, facilities, or other components not owned, leased, operated, or controlled by Atlantech. See **Figure 1**.

**Figure 1: Atlantech Network boundaries.**



**Network Interface Device:** "**Network Interface Device**" ("**NID**") is defined as the LEC-installed device that connects a Client's inside wiring to the telephone network.

**Client Circuit:** "**Client Circuit**" is defined as the physical wiring between Atlantech's network equipment and the Client's NID.

**Atlantech IP PoP:** A "**Atlantech IP Point of Presence**" is defined as a location where Atlantech's network equipment connects to the public Internet and/or the LEC equipment.

**IP Region:** An "**IP Region**" is the set of Atlantech Service Areas that are served by a particular IP PoP. A listing of Atlantech IP Regions is available from Atlantech upon request. Atlantech may, at its sole discretion, change the number and configuration of IP Regions and the assignment of Service Areas to particular IP Regions. Atlantech may serve individual Client Circuits from an IP PoP in a different IP Region.

**Installation Interval:** For completed Client Circuits on which billing has commenced, "**Installation Interval**" is calculated as the number of whole calendar days between (a) the later of (i) the date Atlantech received the Client Circuit order from Client or (ii) the date that Atlantech has approved Client's credit application (if applicable) and (b) the Billing Start Date for that Client Circuit order. This calculation excludes: (a) any period that Atlantech waits for a response, availability, or action from Client, (b) any period that Atlantech waits to install the Client Circuit resulting from Client failure to respond, unavailability, lack of access to Client's facilities, change of requested installation date, or other action or inaction, or (c) any period resulting from a Force Majeure Event.

**Service Available:** "**Service Available**" is defined as the ability for a Client to exchange Internet Protocol ("**IP**") packets between the Client's NID and any IP address (of Atlantech's choice) on the public Internet via the Atlantech Network.

**Service Outage:** There is a "**Service Outage**" on a specific Client Circuit when IP packets cannot be exchanged between the Client's NID and any IP address (of Atlantech's choice) on the public Internet via the Atlantech Network.

A Service Outage excludes any failures to which any of the following have contributed in whole or in part:

- a) Scheduled maintenance or other planned outages on the Atlantech Network;
- b) Problems with, or maintenance on, Client's applications or equipment (including, but not limited to, inside wiring, or changes to or reconfiguration of Client's CPE not performed by Atlantech); or
- c) A Force Majeure Event, as defined in the Master Services Agreement.

Time to Restore Service: "**Time to Restore Service ("TTR")**" is defined as the duration of a Service Outage. Time to Restore Service is calculated commencing with the date and time (as set forth on the trouble ticket) on which Client initially reports the Service Outage on a trouble ticket containing all information necessary for Atlantech to respond to the trouble ticket and ending upon confirmation by Atlantech to Client that the service is restored. This calculation excludes any period that Atlantech waits for a response, availability, or action from Client, and further excludes any period Atlantech spends monitoring the affected Client Circuit after Atlantech has restored service to the affected Client Circuit.

Monthly Service Availability: "**Monthly Service Availability**" is defined as the percentage of minutes in a calendar month a Client Circuit did not experience a Service Outage in that month. Specifically, Monthly Service Availability is a percentage calculated as:

$$1- \left[ \frac{\text{aggregate Time to Restore Service for all Service Outages experienced by Client Circuit in a calendar month}}{\text{total minutes in same month}} \right] * 100$$

Severe Problem: A Client Circuit is experiencing a "**Severe Problem**" if the aggregate Time to Restore Service for all Service Outages for such Client Circuit is in excess of twenty-four (24) hours in any calendar month.

Chronic Problem: A particular Client Circuit is experiencing a "**Chronic Problem**" if a subsequent Severe Problem occurs (a) within one (1) calendar month following the calendar month in which a Client experienced a Severe Problem, *and* (b) Atlantech did not recommend to disconnect the Client Circuit at the time of the prior Severe Problem.

Network Delay: "**Network Delay**" is defined as the time in milliseconds ("**ms**") required for a round-trip ping test between the Client's NID and a Atlantech IP PoP in a different IP Region, *provided* that the only traffic on the Client Circuit during the ping test is the test traffic.

Average Network Delay: The "**Average Network Delay**" on a Client Circuit is the hourly average of the Network Delay measurements conducted on that Client Circuit. Average Network Delay is not measured when the Client Circuit is experiencing a Service Outage.

Delivery: "**Delivery**" is defined as the percentage of IP packets successfully transmitted between the Client's NID and a Atlantech IP PoP in a different IP Region in a period, *provided* that the only traffic on the Client Circuit during the test is the test traffic.

Average Delivery: The "**Average Delivery**" on a Client Circuit is an hourly average of the Delivery measurements conducted on that Client Circuit. Average Delivery is



not measured when the Client Circuit is experiencing a Service Outage.

Time to Repair Service: "**Time to Repair Service**" is defined as the duration that the Average Network Delay or Average Delivery on a Client Circuit exceeds the targets for Average Network Delay or Average Delivery set forth below. Measurement of Time to Repair Service commences with the date and time (as set forth on the trouble ticket) on which Client reports the Network Delay or Delivery issue on a trouble ticket containing all information necessary for Atlantech to respond to the trouble ticket and ends upon confirmation by Atlantech to Client that performance within the Average Network Delay or Average Delivery targets is restored. This calculation excludes any period that Atlantech waits for a response, availability, or action from Client, and further excludes any period Atlantech spends monitoring the affected Client Circuit after Atlantech has restored performance to within the targets for Average Network Delay or Average Delivery for the affected Client Circuit.

SERVICE LEVELS AND REMEDIES

Installation Interval: Atlantech’s target for Installation Interval for each Client Circuit is:

Service	Installation Interval Target
TeleSpeed Client Circuits	30 calendar days
T1 Leased Line Client Circuit	45 calendar days
DS3 and OC3 Leased Line Client Circuit	60 calendar days
Ethernet Leased Line Client Circuit	60 calendar days

If Atlantech does not meet the Installation Interval Target for a Client Circuit per the above definition and Client requests a credit, Atlantech will provide Client with a credit ("**Installation Interval Credit**") of fifty percent (50%) of the first whole month’s monthly recurring charge for that Client Circuit.

Monthly Service Availability: Atlantech’s target for Monthly Service Availability for each TeleSpeed Client Circuit and Leased Line Client Circuit is:

Service	Monthly Service Availability Target
TeleSpeed Client Circuits	99.9%
Leased Line Client Circuits	99.99%

If Atlantech does not meet the Monthly Service Availability Target for a Client Circuit per the above definition and Client requests a credit, Atlantech will provide Client a credit of one percent (1%) per hour of the monthly recurring charge for such Client Circuit for each hour (or fraction thereof, rounded to the nearest fifteen (15) minutes) of Service Outage experienced by the Client Circuit in excess of the Service Availability Target ("**Service Availability Credit**"); *provided* that in no case will the aggregate of all Service Availability Credits and Time to Restore Credits (defined below) exceed the total monthly recurring charge billed for such Client Circuit during such month.

*Example*: For the purposes of illustrating the Service Availability Credit only, if a

TeleSpeed 384 Client Circuit (i.e., monthly recurring charge of \$179.00) experiences a single Service Outage with Time to Restore Service of 14 hours, 22 minutes in January 2003, Atlantech will calculate the Service Availability Credit in the following manner:

- 1) Subtract Monthly Service Availability Target (in minutes) from the Time to Restore Service for the Service Outage for the month to determine the Time to Restore Service in excess of the Monthly Service Availability Target. In this case, the calculation is 14 hours, 22 minutes Time to Restore Service – 45 minutes allowable Service Outage time (1-99.9% of 44,640 minutes in January) = 13 hours, 37 minutes outage in excess of target;
- 2) Round to the nearest 15 minutes = 13 hours, 30 minutes;
- 3) Multiply by 1% per hour = 13.5% of monthly recurring charge;
- 4) Multiply by monthly recurring charge (\$179.00) = **\$24.16** Service Availability Credit.

Time to Restore Service: Atlantech’s target for Time to Restore Service for each Service Outage experienced by a TeleSpeed Client Circuit or Leased Line Client Circuit is:

Service	Time to Restore Service Target
TeleSpeed Client Circuit	24 hours (including 8 business hours)
Leased Line Client Circuit	4 hours

If Atlantech does not meet the Time to Restore Service Target for a Service Outage on a TeleSpeed or Leased Line Client Circuit per the above definition and Client requests a credit, Atlantech will provide Client a credit of ten percent (10%) of the monthly recurring charge for that Client Circuit (“**TTR Credit**”), in addition to any other applicable credits for Service Availability, *provided* that in no case will the aggregate of all Service Availability Credits and TTR Credits for that Client Circuit in a month exceed the total monthly recurring charge billed by Atlantech for such Client Circuit for service during such month. All other terms above apply.

Severe and Chronic Problems: For any Client Circuit that Atlantech verifies has experienced a Severe Problem, Atlantech may recommend to disconnect the affected Client Circuit. If Atlantech recommends disconnecting the affected Client Circuit, Atlantech will provide a credit to Client for the amount of such disconnection fee (if any) assessed by Atlantech.

For any Client Circuit that Atlantech verifies has experienced a Chronic Problem, Client may give Atlantech approval to disconnect such Client Circuit, and Atlantech will provide a credit to Client for the amount of any disconnection fee (if any) assessed by Atlantech.

Client Termination Option for Chronic Problems: Client may terminate this Agreement for cause and without penalty by notifying Atlantech within fifteen (15) days after either of the following occurs: (i) Client experiences Service Outages resulting from five (5) or more unrelated and nonconsecutive Downtime events during a thirty (30) day period; or (ii) Client experiences a Service Outage of more than twelve (12) consecutive hours due to any single event. Client may terminate this Agreement pursuant to this Paragraph with as little as five (5) days written

notice before the termination becomes effective.

Average Network Delay: Atlantech’s Average Network Delay target for all TeleSpeed and Leased Line Client Circuits is:

Service	Average Network Delay Target
TeleSpeed Client Circuit	110 milliseconds (“ms”)
Leased Line Client Circuit	50 ms

If Atlantech does not meet the Average Network Delay Target for a Client Circuit in a month per the above definition and Client requests a credit, Atlantech will credit the Client (“**Network Delay Credit**”) according to the following table:

If Average Network Delay Time to Repair Service exceeds:	Network Delay Credit is:
One (1) hour in a calendar month	Five percent (5%) of the monthly recurring charge for that Client Circuit
Two (2) or more hours in a calendar month	Ten percent (10%) of the monthly recurring charge for that Client Circuit

Average Delivery: Atlantech’s targets for Average Delivery for all TeleSpeed and Leased Line Client Circuits are:

Network	Average Delivery Target
TeleSpeed and Enterprise TeleSpeed Client Circuit	99.9%
Leased Line Client Circuit	99.9%

If Atlantech does not meet the Average Delivery Target for a Client Circuit per the above definition and Client requests a credit, Atlantech will credit the Client (“**Delivery Credit**”) according to the following table:

If Average Delivery Time to Repair Service exceeds:	Delay Credit is:
One (1) hour in a calendar month	Five percent (5%) of the monthly recurring charge for that Client Circuit
Two (2) or more hours in a calendar month	Ten percent (10%) of the monthly recurring charge for that Client Circuit

#### CLAIMS AND CREDIT AVAILABILITY

It is the Client’s responsibility to identify, request and document all bona fide SLA claims and corresponding credits. Client must notify Atlantech of a requested SLA claim by submitting an email request to [billing@atlantech.net](mailto:billing@atlantech.net). To be eligible for service credits, Client must first report service availability, delay, or delivery events to Atlantech Technical Support and have been provided a Trouble Ticket Number.

Atlantech will notify Client of its resolution of the reported event. Client must claim any applicable service credits by the 15<sup>th</sup> day of the month following the month in which (a) the reported incident was resolved (in the case of credits for Service Availability, Time to Restore Service, Network Delay, or Delivery credits) or (b) the Billing Start Date of the affected Client Circuit (in the case of Installation Interval credits). Atlantech will verify the Client's claim within thirty (30) days of a complete and properly submitted credit request, and will apply any applicable credits, as determined at Atlantech's sole discretion, to the Client's invoice issued on the next billing anniversary date following Atlantech's thirty (30) day review. **NOTE: Total credits in a given month on a TeleSpeed or Leased Line Circuit may not exceed the monthly recurring fees charged by Atlantech for such Client Circuit during such month. Any excess credits will not carry over into later invoices.** For the purposes of illustrating the timelines for Credit Availability only, if Atlantech resolves an incident in January 2004 – regardless of when Atlantech opened the trouble ticket for the incident – and Client wishes to receive a credit for the incident, Client must claim the applicable credits by February 15, 2004. If the claim is complete and is properly submitted, Atlantech will verify the claim by March 15, 2003, and will apply any applicable credit to Client's next invoice. *Client may not, under any circumstances, submit credit requests after the date to submit service credit requests set forth above has passed; Atlantech will not accept late credit requests.* Requests for SLA credits must be submitted by email to [billing@atlantech.net](mailto:billing@atlantech.net). A separate credit request must be submitted for each Client Circuit for which a claim is made. In addition, a separate credit request must be submitted for each type of credit (e.g., Service Availability Credit, Installation Interval Credit, etc.) requested if multiple types of claims are made on a single Client Circuit; *provided, however*, that requests for Service Availability Credits and Time to Restore Credits for a single Client Circuit may be made via the same credit request. Atlantech will reject any credit requests that do not provide sufficient supporting information to allow Atlantech to verify the claim. Such information must include:

- the contact name for the TeleSpeed or Leased Line Internet Service on which the incident occurred;
- the Atlantech Trouble Ticket Number on which the incident was reported;
- the specific reason for and the amount of the credit being requested;
- the date(s) of the resolution of the trouble ticket(s) (for credits for Service Availability, Time to Restore Service, Network Delay, or Delivery) or the Billing Start date (for credits for Installation Interval) for the incident; and
- any other information that Atlantech may reasonably request to assist Atlantech in verifying Client's credit request.

Atlantech does not guarantee that provision of the above information will be sufficient to allow Atlantech to verify the request. Atlantech will inform Client of credit requests rejected for insufficient information, and Client will be allowed to resubmit such requests with additional supporting information within five (5) business days of Atlantech's notification of its rejection of the credit request. After Client resubmits the credit request with the additional supporting information, the standard verification and crediting timelines (outlined above) will apply. Atlantech will notify of results within 5 business days of receipt of such requested additional information. If Atlantech grants the requested credit, the amount of the credit will

be applied to Client's account and the credited amount will be shown on Client's next monthly bill.

Atlantech reserves the right to modify the format for submission of, and information required for, SLA credit requests.

Atlantech may, at its reasonable discretion and without notice, limit or eliminate Client's eligibility and ability to submit SLA credit requests if (a) Client has an undisputed past-due amount owed to Atlantech or (b) in Atlantech's sole determination, Atlantech determines that Client has:

- Failed on one or more occasions to comply with the credit request policies and requirements described herein;
- Submitted an excessive number of rejected SLA credit requests; or
- Used, or attempted to use, the SLA credit process in a frivolous, abusive, or fraudulent manner.

Atlantech will restore Client's ability to submit SLA credit requests once Client (i) has paid all amounts owed Atlantech (in case of failure to pay outstanding invoices), or (ii) in all other cases, provides to Atlantech assurances sufficient for Atlantech to determine Client has cured the conduct that initiated Client's ineligibility to participate in the SLA.

## **TELESURFER AND TELESOHO INTERNET SERVICES**

### TELESURFER AND TELESOHO INTERNET SERVICES DESCRIPTION

TeleSurfer and TeleSoho services are Internet Services based on an Asymmetric Digital Subscriber Line ("**ADSL**") service provisioned either on a shared-line basis (meaning that the Client will receive ADSL services over the same line on which he or she currently receives his or her voice service) or a on a separate-line basis (meaning that the Client will receive ADSL services over a different line on which he or she currently receives his or her voice service). The availability and performance of TeleSurfer and TeleSoho Internet Services depends the distance of the Client from the Central Office of the local telephone company and the condition of the wire from the Central Office to the Client's premises. In order to qualify for shared-line ADSL services, Clients must have local telephone service through one of the following companies: SBC, Verizon, Qwest, or BellSouth. If Client has local phone service with one of the listed companies at the time of the Atlantech shared-line ADSL order, and subsequently changes their voice service while subscribing to Atlantech ADSL service, Client will lose their Atlantech service and will be charged any applicable early termination/disconnection fees if the termination occurs during the Minimum Term. This is the nature of line-sharing services, and cannot be altered for individual Clients. Separate-line DSL does not require local phone service with one of the companies listed above.

<b>Service Name</b>	<b>Installation Service</b>	<b>Maximum Throughput Downstream</b>	<b>Maximum Throughput Upstream</b>	<b>Distance Limitations</b>
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TeleSurfer	Self Installation or Professional Installation	Up to 608 kbps	Up to 128 kbps	18,000 feet
TeleSurfer Pro	Self Installation or Professional Installation	Up to 1,500 kbps	Up to 128 kbps	18,000 feet
TeleSoho	Self Installation or Professional Installation	Up to 1,500 kbps	Up to 384 kbps	18,000 feet
TeleSoho Pro 3.0/768	Self Installation or Professional Installation	Up to 3,000 kbps	Up to 768 kbps	10,000 feet
TeleSoho 6.0/768	Self Installation or Professional Installation	Up to 6,000 kbps	Up to 768 kbps	10,000 feet

TeleSurfer and TeleSoho Internet Services are “commercially reasonable efforts” services. This means that Atlantech does not guarantee any upstream or downstream speeds. Service speeds are dependent on the distance of the Client from the Central Office and the condition of the Client Circuit, among other factors. TeleSurfer and TeleSoho Internet Services that pass at least 128 kbps of bandwidth downstream and 64 kbps of bandwidth upstream is considered to meet the service’s performance standard (“**Performance Standard**”). The exception is TeleSoho 3.0/768 and TeleSoho 6.0/768 which has a performance standard of 1500 kbps downstream and 128 kbps upstream. Clients that order TeleSoho 3.0/768 service or TeleSoho 6.0/768 service and cannot realize the Performance Standard can disconnect their Service (within 30 days of the billing start date) or downgrade to TeleSoho 1.5/384. TeleSurfer and TeleSoho Internet Services are *rate adaptive* ADSL services. This means that Clients may experience downstream speeds between 1,500 kbps and 3,000 kbps for TeleSoho 3.0/768 and TeleSoho 3.0/384, between 128 kbps and 1,500 kbps for TeleSurfer Plus and TeleSoho 1.5/384, between 128 kbps and 608 kbps for TeleSurfer, and between 128 kbps and 384 kbps for TeleSurfer Link. For the purposes of determining this speed, Atlantech measures the speed the Client can get from its equipment at its location to Atlantech’s equipment in the local telephone company’s central office.

IP ADDRESS PROVISIONING FOR TELESURFER AND TELESOHO INTERNET SERVICES

TeleSurfer Internet Services will be provisioned with one (1) dynamic IP address. TeleSurfer Clients may also choose to purchase static and public IP addresses without NAT for an additional fee.

TeleSoho Internet Services will be provisioned with one (1) fixed and public IP address with Network Address Translation. When NAT is chosen as the IP configuration, the static IP address is terminated on the Client Premises Equipment and cannot be assigned to individual computers or devices. TeleSoho Clients may also choose to purchase static and public IP addresses without NAT for an additional fee.

ISP SERVICES FOR TELESURFER AND TELESOHO INTERNET SERVICES

As part of TeleSurfer and TeleSoho Internet Services (excluding TeleSurfer Link), the Client will receive the following ISP services:

- Five (5) email accounts at Atlantech.net domain
- Ten (10) MB web space at Atlantech.net domain
- 24x365 Email Client support; Phone support during normal business hours

### SELF INSTALLATION FOR SHARED-LINE TELESURFER AND TELESOHO INTERNET SERVICES

For all Self Installation Services on shared-line ADSL, the Client is responsible for performing all installation activities at the Client's premises. Atlantech's contractor, Covad Communications, will ship the DSL equipment in a Self Installation Kit directly to the Client after verification that Client's LEC will provide the DSL capable loop. Atlantech offers technical telephone assistance to assist the Client with any installation issues. If the Client is unable to complete the installation, the Client can request a Professional Installation by calling Atlantech Technical Support at 1-866-755-2260 or 301-755-2260. Please note that Atlantech charges a fee for Professional Installation services. Atlantech will close the order and begin billing after the Client's LEC confirms that the DSL capable loop has been delivered, or when Atlantech detects traffic on the Client Circuit, whichever occurs first. The Self Installation Kit for TeleSurfer and TeleSoho Internet Services includes the following components:

- Ethernet Bridge (TeleSurfer Internet Services) or ADSL router (TeleSoho Internet Services)
- Ethernet cable
- Phone cord/cable
- Five (5) analog DSL filters – 4 in-line filters and one wall mount filter
- User Guide and Troubleshooting CD

### PROFESSIONAL INSTALLATION FOR TELESURFER AND TELESOHO AND SEPARATE-LINE ADSL INTERNET SERVICES

If the Client has selected a Professional Installation or has purchased separate-line ADSL at the time of order entry, Atlantech will schedule an installation time with the Client to install the DSL Installation Kit. Prior to the Professional Installation, Atlantech will ship the DSL equipment, including the bridge or router, to the Client. The Client can complete the installation of the DSL equipment, and request that the Professional Installation be cancelled by calling Atlantech Client Care at least one (1) business day prior to the scheduled installation date to avoid a cancellation charge. In addition, if Client is unable to install the Self Installation Kit, Client may request a Professional Installation by calling Atlantech Technical Support at 1-866-755-2260 or 301-755-2260. Please note that Atlantech charges a fee for Professional Installation services.

Professional Installation includes the following on-site services, where required (limit of 2 hours of on-site time for each Professional Installation):

- NID Splitter or in-line filter installation including cost of filters or splitter;
- Basic inspection of inside wiring. Maximum of 30 minutes including tracing or toning across phone closets;
- Hardware installation of Atlantech-provided DSL equipment;

Professional Installation fee does not include CPE fees. Professional Installation service does not include installation or repair of inside wiring, installation of software on the Client's computer, or any work necessary on the Client's Local Area Network (LAN). Clients are responsible for quality and repair of inside wiring, any software

installation, and work necessary to connect their LAN to the Atlantech DSL service.

Changes and/or cancellations to professional installation appointment times that are not provided to Atlantech at least 24 hours in advance will result in a missed appointment fee.

### **DIALUP INTERNET SERVICE DESCRIPTION**

As part of the Dial Internet Service, the Client will receive the following:

- 300 hours of dial service each month; additional hours charged at \$1.50 per hour or fraction thereof.
- One (1) email accounts at Atlantech.net domain
- Ten (10) MB web space at Atlantech.net domain
- 24x7x365 Client support

### **GENERAL INTERNET ACCESS SERVICES POLICIES**

*Only Atlantech technicians may complete delivery of a Client Circuit (except in the case of Self Installation Services). Atlantech will not authorize the Client or a Client-designated vendor to complete Client Circuit delivery. This applies to all TeleSpeed and Leased Line Internet Services and TeleSurfer or TeleSoho Professional Installation Services, but does not apply to Self Installation Services until such time that any of the Services rendered under Professional Installation are needed or specifically requested by Client (e.g., NID splitter installation is required).*

If Atlantech cannot deliver the ordered service due to technical issues, and the Client does not want a downgraded service speed, Atlantech will allow the Client to cancel the order. The Client will not be liable for any service setup and equipment fees, other than fees for Missed Appointments (if applicable). For TeleSpeed orders, a service installation will be considered successful if a signal is successfully passed from Atlantech's IP PoP to the NID at the Client's premises at the minimum requested bit rate in each direction.

Due to the rate adaptive nature of ADSL orders, the technician will not change a TeleSurfer or TeleSoho Internet Service order while completing the installation. The TeleSurfer or TeleSoho order is closed and billed at the rate of the service ordered. If not satisfied, the Client has thirty (30) calendar days from completion of the TeleSurfer or TeleSoho order to submit a change order at no charge by calling Atlantech Technical Support at 1-866-755-2260 or 301-755-2260 to downgrade or cancel the order. On downgrades, Atlantech does not refund the difference in service pricing on previous service charges.

### **STANDARD INSIDE WIRING POLICIES FOR TELESPEED AND LEASED LINE SERVICES**

Standard Inside Wiring Services, as outlined below, for TeleSpeed Services are not billable. The technician will perform the following services as necessary (provided that such services can be completed within the two hour installation window):

- Positive identification of a new Atlantech circuit delivered to the Client's NID;
- Toning, tracing and completing all necessary cross connects on existing inside wiring between the Atlantech circuit at the NID and the Client's designated jack location;



- Wiring of the existing jack to support the DSL or T1 router, *provided that* existing wiring is available;
- Router configuration and line test; and
- Any inside wiring that the technician can complete within 15 minutes.

For any TeleSpeed inside wiring beyond the Standard (non-billable) Inside Wiring Services listed above, Atlantech charges standard rates for billable inside wire services. Please see the Other Fees for Atlantech Services section of this document. Before performing any inside wiring beyond Standard Inside Wiring Services for TeleSpeed, the technician will require the Client's signature on an Inside Wiring Authorization Form to acknowledge that additional charges may be associated with the work about to be performed.

Standard Inside Wiring Services for Leased Line Services are billable. The technician will deliver and test the circuit to the NID. Wiring beyond the NID is billable. Atlantech's policy on Leased Line Services is to only bill Clients for Inside Wiring Charges that the LEC charges Atlantech on behalf of the Client. Most T1 Clients will require an RJ48X Jack that costs \$85.00. Inside Wiring between the RJ48X Jack and the NID is billable and the Client will be charged for the Inside Wiring if the Local Exchange Carrier bills Atlantech for this work.

#### ADDITIONAL INSIDE WIRING POLICIES

Depending on the extent of inside wiring required, Atlantech may not be able to complete the inside wiring. The Client is responsible for completing the wiring or contracting a third-party for such services. Atlantech does not provide extensive inside wiring services as part of our order delivery process. If the technician determines that extensive inside wiring is required, the technician will confirm successful service activation at the NID. The technician will leave the configured CPE with the Client if the service is for TeleSpeed Services. Atlantech will close the order and begin billing once service is available at the NID. If Atlantech agrees to do the inside wiring, Atlantech will schedule such extensive inside wiring as close as possible to the installation services date, and Atlantech will charge the Client additional fees for such inside wiring work. Please see the Other Fees for Atlantech Services section of this document for further details. Atlantech reserves the right to refuse to do any extensive inside wiring work requested. If the order is cancelled due to extensive inside wiring, Atlantech will assess standard cancellation and disconnect charges as specified in the Other Fees for Atlantech Services section.

Extensive inside wiring includes, but is not limited to:

- Tracing and testing existing wire through multiple units, multiple stories, or multiple telephone closets in a high-rise building or business park;
- Other complex wiring situations where physical laying of cable or wiring is required;
- New wiring due to service location greater than 50 feet from the NID;
- Wiring from the NID to a desired location; or
- Moving an existing jack to another location.

## CONFIGURATION OF SERVERS

Atlantech also utilizes certain Internet tools and software to verify the configuration of servers connected to Atlantech's network. Clients may not operate servers in an "open relay" configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user), as servers configured in this manner expose both Atlantech's network and that particular Client to fraudulent and abusive use by third parties. If a Client requires assistance in determining the configuration of a server and/or instructions to secure a server, please contact support@atlantech.net. Please refer to Atlantech's Acceptable Use Policy, posted at <http://www.atlantech.net/aup>.

## CLIENT PREMISES EQUIPMENT LIMITED WARRANTY

For TeleSpeed, TeleSurfer and TeleSoho Internet Services, if Client purchases Client Premises Equipment directly from Atlantech, the equipment carries a one-year limited warranty, beginning on the Billing Start Date for the Atlantech Internet service. If, during the warranty period, Atlantech deems the equipment to be faulty and believes that a replacement is needed, Atlantech will:

1. For TeleSpeed Internet Services, Atlantech will schedule a technician to go to the Client's location. Client will not be billed for a technician visit unless the technician determines the equipment failure was due to the Client's negligence or abuse of the equipment, in which case Atlantech's standard fees for a technician dispatch will apply (in addition to Atlantech's then-standard fees for the replacement CPE).
2. For TeleSurfer and TeleSoho Internet Services, Atlantech will ship replacement equipment to the Client and provide freight-prepaid packaging for return of the faulty equipment. Atlantech requires that the Client return the faulty equipment. In the event the Client does not return the faulty equipment, Atlantech will charge Client the current standard price for a replacement Self Installation Kit. Atlantech's DSL vendor, Covad Communications, may require a technician visit in order for the faulty equipment to be replaced.

After expiration of the one-year limited warranty period, Atlantech will replace such out-of-warranty CPE; however, Client is responsible for the standard charge for the CPE and the technician visit (if applicable). In any instance where Client pays for new CPE, the warranty period will be reset and will begin on the date the equipment is delivered to the Client. The warranty period is not reset for warranty replacement equipment that Atlantech provides free of charge.

Atlantech will only honor the original one-year warranty period that began with the purchase of the original equipment from Atlantech. Warranty periods are only reset when the Client pays for a new CPE.

For Leased Line Internet Services, if Client purchases Client Premises Equipment directly from Atlantech, the equipment carries a 90-day limited warranty, beginning on the Billing Start Date for the Atlantech Internet service. If, during the warranty period, Atlantech deems the equipment to be faulty and believes that a replacement is needed, Atlantech will ship replacement equipment to the Client. Atlantech requires that the Client return the faulty equipment. In the event the Client does not return the faulty equipment, Atlantech will charge Client the current standard price for the replacement equipment shipped to Client.

## **TELEPHONE SERVICES**

### **Atlantech Online Telephone Service – Basic Telephone Service**

Atlantech Online's Basic Telephone Service is delivered and billed per Atlantech's filed Tariff.

### **Atlantech Online Telephone Service - Voice Pack**

Atlantech Online's Voice Pack Telephone Services (Voice Pack) is a voice services term plan that provides the Client with both local and long distance services delivered via an Atlantech Leased Line Service. For a flat Monthly Recurring Charge (MRC), the Voice Pack includes the following Voice Pack qualified usage: unlimited local direct dial station calling, certain Local Features (Call Forwarding Busy, Call Forwarding Variable, Call Waiting, Speed Dialing and Three Way Calling), and intra-LATA toll, in-state domestic direct dial calling and interstate domestic direct dial outbound calling. All other call types are rated at Atlantech basic telephone rates (see Atlantech's filed Tariff). The Voice Pack is available in parts of Maryland and Virginia and the District of Columbia.

Client must commit to a term of a minimum of twelve (12) months and up to 36 months. The Voice Pack will commence on the completion date of the order establishing Atlantech Voice Pack service at a location. Upon expiration of the term, the Client will continue to receive service at the same rates on a month-to-month basis with no renewal or extension of the Client commitment required.

Only Voice Pack qualified usage as defined in the first paragraph is covered under the Monthly Recurring Charge (MRC) for this plan. No other usage or service charges are covered in the Voice Pack MRC (excluded charges include, but are not limited to, usage or per-use charges for International calls, Toll-Free calls, Calling Card calls, Directory Assistance calls, and Operator Assisted calls, collect or person to person calls, 900, 700, 976 calls; surcharges, including but not limited to Calling Card surcharge, payphone surcharge; and local feature charges (except for those features listed above as included in the MRC), per-use charges and all other long distance and local one-time and monthly recurring charges).

The following uses are prohibited:

- Call center applications including but not limited to auto-dialers;
- Dialup and Internet access and other data applications (including access to corporate LANs); and
- Any use not consistent with business voice services.

If Atlantech determines that Client's usage violates these restrictions, the Client shall forfeit eligibility for the rates under this plan, and Atlantech may suspend, restrict, or cancel the Client's service without prior notice. Alternatively, Atlantech may adjust the charges to basic telephone rates at the discretion of the Atlantech by providing Client with 30 days advanced notice. Any domestic long-distance usage in excess of

6,000 minutes per month per Client location shall be presumed to be not consistent with voice applications and shall be subject to the conditions above.

### Rates and Charges

#### **Connected Pricing**

The Voice Pack Monthly Recurring Charge (MRC), plan availability, and the charge for qualified domestic interstate direct dial usage can be found in the Voice Pack Rate.

#### **Voice Pack Pricing**

The Voice Pack includes the following local features in the rates for Voice Pack Rate Table.

##### Features

- Call Forwarding Busy
- Call Forwarding Variable
- Call Waiting
- Speed Dialing-8
- Three Way Calling

This plan is available in limited areas as designated in the Atlantech local service tariff filed in the state. This plan is subject to billing and technical availability and is available where Atlantech provides and issues the bill.

Atlantech will bill for this plan based on the following:

- If the main business account has multiple lines associated with it, a Monthly Recurring Charge will apply to each line subscribing to this plan. Unlimited direct dial calling will not be allowed with other access lines associated with the main business account that are not subscribed to the Voice Pack.
- The following conditions apply to the Monthly Recurring Charge (MRC) component of this plan. The MRC is:
  - Billed in the arrears.
  - Applied whether or not any calls are placed using the participating line.
  - Adjusted when the billing period covers less than or more than a full month (for this purpose, each month is considered to have 30 days).

Domestic direct dial interstate and in-state long distance call detail will be provided on the Atlantech billing statement. These calls will be zero-rated. Local call detail will not be provided.

### Termination by Client With Liability

If the Client terminates their Voice Pack prior to the expiration of the term period, the Client may be liable for a Termination charge of up to \$1,000.00 per participating location.

### Termination by Atlantech

Atlantech may discontinue offering this Plan upon Client notification. If Atlantech discontinues this Voice Pack under this paragraph, no Termination Charge will apply

and Client will be released from any Term commitment remaining past the effective date of such termination.

Atlantech also will terminate a particular Client's Voice Pack under the following conditions, effective as of the date stated below. Upon termination under this paragraph, Client may be liable for a Termination Charge of up to \$1,000.00 per participating location.

- The Client notifies Atlantech that it no longer chooses to subscribe to Atlantech as its Primary Long Distance Carrier. Termination of the long distance portion of the Voice Pack (direct dial intraLATA toll, in-state domestic direct dial calling and interstate domestic direct dial outbound calling) will be effective as of the date Atlantech's records show that the Client no longer subscribes to Atlantech for long distance service. Client will continue to be billed the MRC and receive unlimited local direct dial calling and all Local Features included in Voice Pack qualified usage unless Client either (a) selects another Atlantech local service plan or (b) advised Atlantech that it no longer chooses to subscribe to Atlantech for its local service. If the Client chooses another carrier for its long-distance service but does not contact Atlantech to notify it of this change, Atlantech will continue to bill the Client the Voice Pack's MRC for the duration of the Client's Term.
- The Client notifies Atlantech that it no longer chooses to subscribe to Atlantech for its local service. Termination will be effective as of the date Atlantech's records show that the Client no longer subscribes to the Atlantech for local service..

If a Client orders the Voice Pack but Atlantech is unable to provision local service for the Client, the Voice Pack Service Order will be terminated by Atlantech.

#### **Termination of Voice Pack With Liability**

If the Client terminates their Atlantech All in One Service Voice Pack prior to the expiration of the term period, the Client is liable for a Termination charge of up to \$1,000.00 per Client location.

#### **Termination of Voice Pack Without Liability**

A Client may terminate, without liability, their Atlantech Voice Pack prior to the expiration of the term period, if the Client concurrently orders any Atlantech Voice Pack Service and associated pricing plans from this Service Guide. The new plan must have a term commitment that is equal to or longer than the remaining term commitment of the old plan. In addition, the new plan must have an average monthly usage commitment that is equal to or greater than the average monthly usage commitment of the old plan.

#### **Expiration of Atlantech Voice Pack**

The Client must notify Atlantech at least 30 days in advance of the term plan expiration date of its request to cancel the plan.

## Telephone Service Terms and Conditions

### General

All Client equipment connected to Services in the U.S. shall comply with Part 68 of the F.C.C. Rules and Regulations, 47 C.F.R. Part 68 (commonly known as the F.C.C.'s Registration Program) . All Client equipment connected to Services in non-U.S. locations shall comply with the applicable certification requirements of the jurisdiction.

When access or any other services are to be connected to Atlantech Telephone Services, they must be electrically compatible with the Atlantech Telephone Services.

### **Responsibilities of the Client**

The Client assumes responsibility for the connection of Client Equipment, access, or Client-Provided Communications System as follows:

### **Compatibility With Service**

The Client is responsible for the compatibility of its equipment, systems or access with the Service. This responsibility applies at the initial installation and on a continuing basis as long as the connection is made.

### **Interface Information**

The Client must specify the type of interface that is required to enable the equipment, access, or system to function with the Service.

### **Interference and Hazard**

The operating characteristics of the Client equipment, access, or systems must not interfere with, or impair any of the Services, or equipment, offered by Atlantech. In addition, they must not endanger the safety of Atlantech employees or the public, or otherwise interfere with the public in its use of Atlantech Telephone Services.

### **Changes to Service**

Atlantech is not obligated to alter or modify Service because of additions or changes to Client equipment or a Client-Provided Communications System.

### **Emergency Services - E911 And Service Requirements**

**CLIENT ACKNOWLEDGES THAT TELEPHONE SERVICE AND E911 WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.**

**CLIENT ACKNOWLEDGES THAT THE SERVICE AND E911 WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF CLIENT'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.**

**CLIENT ACKNOWLEDGES THAT THE SERVICE IS NOT INTENDED TO FUNCTION WITH HOME SECURITY SYSTEMS, MEDICAL MONITORING EQUIPMENT, SOME FAX MACHINES, AND SATELLITE TELEVISION SYSTEMS. CLIENT HAS NO CLAIM AGAINST ATLANTECH FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEM BY THE SERVICE.**

**CLIENTS WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT WITH ATLANTECH AND MUST SELECT TELEPHONE NUMBER(S) LOCAL TO THE CALLING AREA WHERE THE EQUIPMENT IS REGISTERED AND THE E911 SERVICE IS TO BE PROVIDED.**

**CLIENTS WILL BE SUBJECT TO A MONTHLY E911 SERVICE CHARGE FOR EACH PHONE NUMBER USING THE SERVICE (WHETHER OR NOT THE PHONE NUMBER IS ON ATLANTECH'S EQUIPMENT). THE MONTHLY E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE PLAN CHARGE FOR THE ASSOCIATED LINE. THE MONTHLY CHARGE FOR E911 SERVICE IS ASSESSED ON A "PER-LINE" (THAT IS, PER PHONE NUMBER BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES ATLANTECH FOR THE DIRECT COSTS ASSOCIATED WITH PROVIDING E911 SERVICE, INCLUDING, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL E911 SURCHARGE, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSE, AND ANY OTHER TAXES OR SURCHARGE DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF E911 SERVICE TO CLIENT. ATLANTECH RESERVES THE RIGHT TO ADJUST THE LEVEL OF CHARGE ASSOCIATED WITH THE PROVISION OF E911 SERVICE TO REFLECT INCREASES IN THE COSTS IT INCURS. ANY 911 CALL FROM A PHONE NUMBER THAT HAS NOT BEEN REGISTERED WITH ATLANTECH WILL BE CHARGED A FEE OF \$100.00 PER CALL.**

**WHEN AN CLIENT DIALS 9-1-1 WITH E911 SERVICE, ATLANTECH WILL UTILIZE THE LOCATION INFORMATION PROVIDED BY CLIENT AT THE TIME OF ACTIVATION OF THE SERVICE. CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT ANY ENHANCED LOCATION INFORMATION PASSED TO AN EMERGENCY OPERATOR BY ATLANTECH WILL BE BASED UPON THE PHYSICAL LOCATION ON FILE WITH ATLANTECH.**

**CLIENT ALSO ACKNOWLEDGES THAT E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THE E CHARACTERISTIC MAY MAKE ATLANTECH'S E911 SERVICE UNSUITABLE FOR SOME CLIENT BECAUSE CLIENT CIRCUMSTANCES VARY WIDELY. CLIENTS SHOULD CAREFULLY EVALUATE THEIR OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY UPON ATLANTECH'S E911 SERVICE FOR EMERGENCY RESPONSE. CLIENT ACKNOWLEDGES THAT IT IS CLIENT'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CLIENT'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISION FOR ACCESS TO EMERGENCY CALLING SERVICE (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS).**

**THE FOLLOWING CHARACTERISTIC DISTINGUISH E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:**

**ATLANTECH'S E911 SERVICE WILL NOT FUNCTION IF CLIENT'S PHONE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CLIENT'S SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF THE SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, CLIENT MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE BEING ABLE TO USE THE SERVICE, INCLUDING FOR E911 PURPOSES.**

**AFTER INITIAL ACTIVATION OF THE SERVICE, THERE MAY BE SOME DELAY BEFORE THE AUTOMATIC NUMBER AND LOCATION INFORMATION IS**

**PASSED TO THE LOCAL EMERGENCY SERVICE OPERATOR. THIS INFORMATION IS TYPICALLY POPULATED INTO E911 CALL APPROXIMATELY SEVEN (7) DAYS AFTER THE SERVICE IS ACTIVATED, BUT NO GUARANTEE CAN BE MADE THAT THE AUTOMATIC NUMBER AND LOCATION INFORMATION WILL BE ACTIVATED WITHIN THIS SCHEDULE.**

**THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING A E911 EMERGENCY SERVICE CALL MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICE OR BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION, THERE IS A POSSIBILITY THAT AN E911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIME AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, LEGACY, CIRCUIT-SWITCHED TELEPHONE NETWORK.**

**IF CLIENT DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE THE ATLANTECH EQUIPMENT WILL BE LOCATED AT THE TIME OF ACTIVATION OF THE SERVICE, E911 COMMUNICATION MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR.**

**CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT ATLANTECH WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING THE SERVICE OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. CLIENT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ATLANTECH, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS AND AGENTS AND ANY OTHER SERVICE PROVIDER WHOM FURNISHES SERVICE TO CLIENT IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CLIENT OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.**

**ATLANTECH 911 DIALING CANNOT BE USED IN CONJUNCTION WITH A SOFT PHONE APPLICATION OR ANY OTHER TECHNOLOGY THAT ALLOWS CALLS FROM OTHER LOCATIONS UNLESS USED AT THE SITE WITH THE LEASED LINE SERVICE. YOU AGREE TO INFORM ALL USERS, GUESTS AND OTHER THIRD PERSONS WHO MAY ATTEMPT TO USE THE SERVICE REMOTELY FROM THE INSTALLED LOCATION THAT 911 SERVICES ARE NOT AVAILABLE FOR THEIR LOCATION.**

#### **Client-Provided Communications System Failures**

When a Client-Provided Communications System fails and the connection to Service is not through switching equipment, the Client-Provided Communications System must be arranged to promptly return the Service to an idle (on-hook) state. In addition, the Client must notify Atlantech when Client's system fails.



## **Testing and Maintenance**

If a trouble condition occurs, the Client must determine whether the fault is in (1) the connected Client equipment, access, or Client-Provided Communications System, or (2) the Atlantech Service. Atlantech will test and maintain only the Service it provides.

The testing of Service will usually be made from a Central Office. Atlantech will not dispatch a repair person to a Client's premises if a trouble condition (or suspected trouble condition) exists with the Client's equipment, access, or communication system. The Client is solely responsible for requesting such dispatch from the provider of the access or equipment. The Client is also responsible for the payment of such provider's charges, if any, for the dispatch. If Atlantech does dispatch a repair person, at the Client's insistence, to the Client's premise to complete tests in connection with a Client reported trouble, and testing discloses that Service is working correctly, then a service charge as set forth herein, may apply.

## **Recording of Communications**

Client is solely responsible for determining the applicability of and assuring its compliance with all federal and state laws, rules and regulations relating to the recording of communications.

## **Client Responsibility to Comply with Laws and Obtain Consent to Record Telephone Calls and Conversations Where Required**

Data Protection and Privacy laws for Client's jurisdiction(s) may impose certain responsibilities on you and your use of call recording services. Client (and not Atlantech Online) is responsible for ensuring that you and your users comply with any applicable laws when using call recording services, including but not limited to (1) any laws relating to the recording or sharing of audio content that includes third parties, or (2) any laws requiring notice or consent of third parties prior to recording telephone calls or the use of the call recording services. Atlantech Online expressly disclaims any responsibility for informing Client of the requirements of your local laws and your compliance therewith.

## **Privacy and Storage of Call Recordings**

Client acknowledges and agrees that Atlantech Online personnel may at times require access to certain recordings of telephone calls for troubleshooting purposes, and that Atlantech Online cannot guarantee complete privacy of these call recordings. Client further agrees that Atlantech Online is not responsible for archiving or storing of call recordings, or for the retrieval of any call recording that Client and/or its users have themselves chosen to delete or erase, whether done intentionally or unintentionally. Client agrees on a regular basis to download and store any call recordings that Client wishes to maintain on a permanent basis.

## **Responsibilities of Atlantech**

Atlantech will furnish and maintain its Service components in a manner suitable for Service. Atlantech is not responsible to Client or any other party if a change in Atlantech's Service components, operations, or procedures, (1) affects in any way any facilities, Client equipment or Client communications systems provided by others, or (2) requires their modification or upgrade in order to be used with

Atlantech Service.

## **CREDIT ALLOWANCES FOR INTERRUPTIONS**

### **WHEN CREDIT ALLOWANCES APPLY**

A credit allowance may apply in connection with Service interruptions or failures subject to the exceptions itemized below in WHEN CREDIT ALLOWANCES DO NOT APPLY. Credit allowances, where available, are the sole and exclusive remedy for Service interruptions and failures.

When the following interruptions or failures occur, a credit allowance will be limited to credit for the usage charge for the applicable call:

Interruptions in individual voice calls because of poor transmission (e.g., noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call caused by Atlantech.

For outbound (originating) voice calls only, reaching the wrong number

An interruption in the use of a Service because of a performance failure of the Service.

### **CUSTOMER'S RESPONSIBILITY**

In order to be eligible for a credit allowance, that is specified in this Service Guide, for interruptions in individual calls and for reaching wrong numbers, a Client must notify an Atlantech customer service requesting a credit and furnish the called number, the trouble experienced, the type of service, and the time the call was placed.

In order to be eligible for a credit allowance that is specified in the Service Guide for an interruption in Service, the Client must report the failure to Atlantech and release the Service for testing and repair. The interruption period begins when the interruption is reported to Atlantech and the Service is released for testing and repair and ends when the Service is operative. Only the interrupted portion of the Service will be eligible for a credit.

If the Client elects to use another means of communications during the period of interruption, the Client must pay the charges for the alternative service used.

### **WHEN CREDIT ALLOWANCES DO NOT APPLY**

Credit Allowances do not apply for the following:

Interruptions not reported to Atlantech

- Interruptions that are due to the failure of utilities, services, equipment or systems not provided by Atlantech
- Interruptions caused by the Client, or Users, or third parties
- Interruptions caused by Force Majeure events, as defined in the Atlantech contract for the affected Service
- Periods when the Client elects not to release a Service for testing and/or repair
- Interruptions during any period in which Atlantech or its agents are not afforded access to the premises
- Interruptions during any period when the Client or User has released a Service to Atlantech for scheduled maintenance or rearrangement purposes, or for implementation of a Client order
- Non-completion of calls due to network busy conditions
- Interruptions caused by the failure of a Private Line Service connected to a Private Line Local Channel Service, or vice versa. In such cases only the failed portion of the overall service (i.e., Private Line Service or Private Line Local Channel Service) will be eligible for a credit, unless specifically stated otherwise in this Service Guide or in the contract applicable to the Client's Service.
- Interruptions which continue because of the Client's failure to authorize replacement of any element of Special Construction. The period for which credit is not allowed, begins on the seventh day after the Client receives Atlantech's written notification of the need for such replacement. It ends on the day after receipt of the Client's written authorization for such replacement,
- Interruptions due to the failure of Atlantech provided Client Premises Equipment, unless otherwise specified in the contract applicable to the Client's Service.
- When Client elects other available credits, compensation or remedies under this Service Guide or the applicable contract for the same interruption or failure.
- Where no credit allowance is set forth in Service-specific section of this Service Guide for a Service interruption.

#### Temporary Surrender of a Service

In certain instances, the Client may be asked to surrender a Service for purposes other than maintenance, testing or activity relating to a service order. If the Client consents, a credit will be given. One day's

credit will be given for each 24 hour period or fraction thereof that the service is surrendered.

### **Long Distance Toll Fraud**

Toll Fraud is the theft of long distance service. This type of fraud typically occurs when a party gains remote access to the Client's PBX or key system located at the Client's premise.

Client should immediately notify Atlantech of suspected Toll Fraud by opening a technical support ticket. The ticket should include the means by which the fraud occurred, if known, and any modifications made to Customer Premise Equipment (CPE) in an attempt to stop the Toll Fraud. Upon notice, Atlantech will investigate any suspected Toll Fraud, and may block, suspend, or otherwise limit the ability of the Service to prevent continued Toll Fraud. Customer agrees to cooperate with Atlantech in the investigation, including the reporting of such incidents to the appropriate Field Office of the Federal Bureau of Investigation. Customer agrees to provide Atlantech with such information and documentation as Atlantech may request, including any reports, testimony or affidavits submitted to law enforcement.

Atlantech is dedicated to leading the industry in providing quality, user-friendly network services and CPE. As part of that commitment, Atlantech respects the right of its Clients to choose the Atlantech services and equipment that meet particular Client needs, so long as the use is lawful and does not violate Atlantech's policies and procedures. The freedom of the Client to choose among Atlantech's diverse service applications and the Client's exclusive control of CPE means that the Client, and not Atlantech, is capable of addressing and preventing Toll Fraud. IT IS THE EXCLUSIVE RESPONSIBILITY OF THE CLIENT TO PREVENT THE OCCURRENCE OF FRAUD, and Client is responsible for payment of any charges incurred due to fraud (including Toll Fraud), abuse, or misuse of the Services, whether known or unknown to Client, and whether or not Atlantech takes any actions to stop or block Toll Fraud.

**In an effort to reduce the frequency of international toll fraud, Atlantech has adopted a standard practice to block outbound International Long Distance calls for all new customers.** Client can request to allow International Long Distance calling (or to re-instate the blocking of International Long Distance) by contacting the Atlantech customer service team or Client's sales representative.

### **Preventing Toll Fraud**

Toll Fraud occurs when unauthorized persons gain access remotely to a company's telephone system to make long distance toll calls. In

most serious cases, hackers are able to capture long distance lines and then "resell" long distance service at a significant expense to Client. Domestic and international toll fraud is estimated to cost U.S. companies \$1.2 billion a year.

Preventing Toll Fraud is Client's responsibility; therefore, make it a priority to protect your business by performing the following:

- Contact your PBX/phone system vendor to ensure you have reduced your risk of Toll Fraud.
- Frequently change passwords and authorization codes used for remote access, voice messaging, administrative, and other purposes.
- Use common Toll Fraud protection features with your long distance calling, such as secure account codes, authorization codes, and call blocking options. Ask your Atlantech sales representative for details.
- Most Toll Fraud occurs during vacation and year-end holiday seasons. Be sure to take these preventative steps during this time of the year.
- Thoroughly review your telephone bill regularly. In some cases, Toll Fraud can go on for months before someone looks at the detail of the phone bill and notices there are unauthorized charges.
- To learn more about protecting your business from Toll Fraud, visit the [FCC web site](#).

### **Fraud, Abuse, and Misuse of Telephone Services**

Atlantech may immediately suspend, restrict or terminate Service, in whole or in part, and may deny requests for additional Service and may initiate other appropriate action, if it suspects fraud, abuse or misuse by the Client, Users, or third parties or if it determines that an unusually high volume of calls is being placed on a Client's account in any 24 hour period. Atlantech will use commercially reasonable efforts to notify Client in advance of any such suspension, restriction or termination of Service, except where the suspension, restriction or termination is (i) in response to an order or other requirement of any governmental authority, or (ii) if Atlantech reasonably determines that the violation is likely to expose Atlantech to liability or responsibility for a violation of the law or cause harm to the integrity or normal operation of Atlantech's network or ability to provide services to other customers. The following are some examples of fraud, abuse and misuse of Service:

activities that harm or threaten to harm the network or Services, facilities or personnel of Atlantech or Atlantech's suppliers;

use of equipment or systems that are non-compatible with the Service or non-compliant with the Minimum Protection Criteria in this Service Guide or Part 68 of the FCC Rules and Regulations;

using Service to make calls that might reasonably be expected to frighten, abuse, torment or harass others;

activities that interfere unreasonably with the use of Service by others;

use of Toll-Free Numbers in a manner that violates the FCC pay-per-call, anti-hoarding, brokering or Industry number administration rules and regulations;

use of Toll-Free Service for "mass calling applications", absent an express written agreement between Client and Atlantech allowing specifically described "mass calling applications" at agreed custom prices. A mere reference in the Client's contract to Atlantech Toll-Free or 800 Services or any other inbound calling capability billed to the called-party does not satisfy this requirement of specificity, and shall not be deemed such an express written agreement allowing the application. A "mass calling application" is defined as a media-stimulated event that could resulting a sudden burst of calls to the network, generating very high call volumes in a short period of time. Examples include, but are not limited to, mass-volume inbound calling applications associated with events, promotions, polls, surveys, television or radio shows.

using fraudulent means to avoid payment of charges, including, but not limited to: fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead Atlantech, Client, Users or callers; gaining access to a Client's calling capabilities on an unauthorized basis.

Artificially stimulating calling or other usage volumes: to number advertised or intended for accessing information programs and services, including but not limited to chat lines or Audiotext programs ("Audiotext"); or to routing codes or international area or city codes reserved or used by the subject telecommunications administration for Audiotext; or to special routing codes or international area or city codes for which the cost of terminating switched access is higher than that incurred for terminations to other areas or city codes within the same jurisdiction; or to or from any other service or number where the party or parties

causing the artificial stimulation (or an entity or entities with a common financial interest with the party stimulating the traffic) derive revenues or other financial benefit from, or are compensated based upon said calling or other usage volumes in a capacity other than as a communications carrier as a result of the charges imposed on Atlantech in connection with the call, or in a capacity as a communications carrier earning a surcharge or similar increment merely by virtue of the origination or termination of calls via the subject service. Such artificial stimulation may include, but is not limited to, use of electronic or other automatic means to generate such call volumes, or hiring of agents or contractors principally to make calls or otherwise generate usage to such numbers or types of services, but does not, without more, include advertising or promotion of Audiotext or similar programming to stimulate calling by third parties with no financial or other beneficial interest in the service or called program.

Atlantech may, at its option, establish commercially reasonable usage limits for a Client. Atlantech may also establish usage limits at any time if the Client's financial condition cannot be verified or Client is not reasonably creditworthy. If the Client exceeds such limits, Atlantech may immediately and upon written notice to the Client and without incurring any liability, restrict, suspend, or discontinue providing the Service.

### **Toll-Free Number Limit**

A Client may use a maximum of Client's existing volume or 5,000 toll-free numbers, whichever is greater, provided that Client is in compliance with all applicable laws, rules, regulations and requirements in this Service Guide concerning use of toll-free numbers, and subject to the availability of toll-free numbers and any restrictions on RESPORGs' ability to reserve, assign or activate toll-free numbers.

### **Automatic Number Identification/Charge Number Service**

Clients who obtain a telephone subscriber's information through Automatic Number Identification or Charge Number Service must comply with the following regulations adopted by the Federal Communications Commission regarding the use and sale of information derived from Automatic Number Identification or Charge Number Services:

Clients are permitted to use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or

transaction, or for Services directly related to the originating telephone subscriber's call or transactions;

Clients are prohibited from reusing or selling the telephone number or billing information without first (1) notifying the originating telephone subscriber and (2) obtaining the affirmative consent of such subscriber for such reuse or sale; and

Clients are prohibited from disclosing, except as permitted by above, any information derived from the Automatic Number Identification or Charge Number Service for any purpose other than: (1) performing the Services or transactions that are the subject of the telephone subscriber's call, (2) ensuring network performance security and the effectiveness of call delivery, (3) compiling, using and disclosing aggregate information, and (4) complying with applicable law or legal process.

### **Compliance with Telephone Disclosure and Dispute Resolution Act (TDDRA)**

The Client must comply with Titles II and III of the Telephone Disclosure and Dispute Resolution Act (*Pub. L. No. 102-556*) (TDDRA) and the regulations prescribed by the Federal Communications Commission and the Federal Trade Commission pursuant to those Titles.

### **Access Arbitrage**

Using any service provided under this Service Guide in connection with Access Arbitrage is considered an abuse and is prohibited. Access Arbitrage is the practice of using Atlantech long distance telephone services as a substitute for terminating switched exchange access obtained from local exchange providers, for the termination of domestic calls originated over the network of another inter-exchange carrier (through 1+ access, special access, carrier access code dial around, or otherwise) or routed through a call processing system (such as a prepaid card, calling card, or teleconferencing platform); provided that (1) the percentage of High Cost minutes routed to Atlantech using the service is more than 11.1%, or (2) calls are segregated within the other inter-exchange carriers' network or the call processing system and the calls with higher termination costs are systematically routed to Atlantech.

If Atlantech reasonably suspects that a service provided under this Service Guide is being used in connection with Access Arbitrage, the Client will permit Atlantech to inspect the premises from which the calls originate (as reflected in Atlantech's records) and will cooperate



reasonably with Atlantech's efforts to investigate the manner in which calls are being routed to Atlantech.

For purposes of this provision:

1. High Cost Calls are calls that terminate at numbers for which the terminating switched exchange access cost per minute exceeds \$0.025 (or the benchmark rate for Competitive Local Exchange Carrier's interstate switched exchange access services established by the Commission, if lower than \$0.025).
2. The terminating switched exchange access cost per minute will be the sum of the per minute charges imposed by the terminating Local Exchange Carrier, plus the prorated portion of all other charges imposed by the terminating Local Exchange Carrier for terminating switched exchange access, expressed on a cost per minute basis.
3. If the percentage of High Cost minutes routed to Atlantech using the service is more than the percentage set forth above, and Atlantech's investigation shows that any such calls are originated over the network of another inter-exchange carrier or routed through a call processing system, then all such calls will be presumed to be Access Arbitrage.

If a Client violates the preceding (Access Arbitrage), an Access Arbitrage Fee will apply. The Access Arbitrage Fee is \$0.05 for each minute of use of long distance service for High Cost Calls in excess of 7.37% that occurs subsequent to June 20, 2001.

In addition, Atlantech may restrict, suspend or discontinue Client's use of any service used in connection with Access Arbitrage if the Client fails to cure a violation of the preceding, within ten (10) days after Atlantech provides notice of such violation to Client. Further, Atlantech may prevent conversion under another Atlantech service arrangement of any facility used subsequent to June 6, 2001, the effective date of this revision, to provide a service in violation of Access Arbitrage.

## **Atlantech Toll Free Service**

### **Application of Charges**

The rates for Atlantech Toll-Free Services consist of monthly recurring charges, usage charges and non-recurring charges as specified in a Service Order. International calling rates are provided on Atlantech's website at <http://www.atlantech.net>.

## **Terms and Conditions**

### **Responsible Organization (RESPORG) - For Domestic Atlantech Toll-Free Numbers**

At the Client's request, Atlantech will perform the function of RESPORG which includes: 1) search for and reservation of Toll-Free numbers in the Toll-Free Service Management System (SMS/800 Database); 2) create and maintain the Toll-Free number Client record in the SMS/800 Database; and 3) provision a single point of contact for trouble reporting on Toll-Free Services.

### **Assignment and Reservation of Domestic Atlantech Toll-Free Numbers**

In its capacity as RESPORG, Atlantech will reserve, assign, activate or change Toll-Free numbers for a Client. Atlantech will administer Toll-Free numbers in accordance with F.C.C. rules, customary industry standards and practices, the terms of this Service Guide and effective procedures of the SMS/800 Database. Clients may request reservation, assignment or activation on their own behalf. If a Client accumulates undisputed delinquent Atlantech Toll-Free Services charges, Atlantech reserves the right not to honor that Client's request for a RESPORG change until such undisputed charges are paid in full.

### **Ownership and Brokering of Atlantech Toll-Free Numbers**

It shall be a violation of the General Terms and Conditions of this Service Guide if the Client seeks to acquire or does acquire, any Toll-Free number provided by Atlantech for the primary purpose of selling, brokering, bartering or releasing for a fee or other consideration to another party that Toll-Free number.

### **Use of Atlantech Toll-Free Numbers**

Each Toll-Free telephone number must be placed in actual and substantial use. Any telephone number associated with Atlantech Toll-Free Services which the Client has installed that is not actually and substantially used may be recovered by Atlantech immediately and will release the Toll-Free number to the pool of numbers available for assignment in accordance with the industry practice and standards. As used herein, "substantial use" shall mean a pattern of use via the particular Toll-Free number that demonstrates that the Client is employing the number for the purpose for which it was intended, namely to allow callers to reach the Toll-Free Client.

### **Mass Calling Applications**

A Mass Calling Application is a media-stimulated event that could result in a sudden burst of calls to the network, generating very high call volumes in a short period of time.

Examples of mass calling applications include, but are not limited to mass-volume inbound calling applications associated with events, promotions, polls, surveys, television and radio shows.

All mass calling applications require the completion of the Advance Notification of Mass Calling Event form, which the Client should obtain from the Atlantech Account Executive. This allows Atlantech to effectively engineer the network to ensure the optimum customer experience.

Use of Atlantech Toll-Free or 800 Services for mass calling applications may require an express prior written agreement between Client and Atlantech to allow such use and to establish a customized pricing plan.

### **Ordering Sufficient Access Lines**

The Client must obtain an adequate number of access lines for Atlantech Toll-Free Services to handle the Client's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics and (4) peak calling period. The Company, without incurring any liability, may disconnect or refuse to furnish Atlantech Toll-Free Services to any Client that fails to comply with these conditions. In case of disconnection, the Client will be notified at least five days in advance of the disconnect. Notification may be by mail or in person.

### **Service Level Agreements**

#### **General Toll-Free SLA Terms**

The remedies specified for failure to meet SLAs are exclusive remedies.

#### **SLA Exclusions**

Atlantech is not responsible for failure to meet an SLA resulting from:

- interruptions caused by Client

- the failure or deficient performance of power, equipment, services or systems not provided by Atlantech

- the negligent or intentional conduct of Client or others authorized by Client to use Atlantech Toll-Free Service

- service interruptions, deficiencies or delays due to access lines or Client Premises Equipment whether provided by Atlantech or others (except as specifically provided in a particular SLA)

- service interruption, degradation or delay during any period in which Atlantech or its agents are not afforded access to the premises where access lines associated with the services are terminated

- service interruption, degradation or delay during any period when a Service Component is removed from service for maintenance or rearrangement purposes or for the implementation of a Client order

Client's election not to release a Service Component for testing and/or repair and continued use of the Service Component

Force Majeure Conditions

non-completion of calls due to network busy conditions

In addition, Toll-Free SLAs do not apply (a) if Client is entitled to other available credits, compensation or remedies under its Service Agreement for the same service interruption, deficiency or failure, or (b) for interruptions not reported to Atlantech, or (c) where Client reports a failure to meet an SLA, and upon investigation Atlantech does not find any such failure

### **Use of Alternate Service**

If Client elects to use another means of communications during the period of interruption, Client must pay the charges for the alternative service used (except to the extent otherwise provided in an applicable SLA).

### **Temporary Surrender of a Service**

In certain instances, Client may be asked to surrender a Service Component for purposes other than maintenance, testing or activity relating to a service order. If Client consents, a credit will be given. One day's credit will be given for each 24-hour period or fraction thereof that the Service Component is surrendered.

### **Toll-Free Service Availability SLA**

Atlantech commits to a Toll-Free Service Availability percentage of 99.9%. Service is considered interrupted if calls do not complete or if noise on the line or transmission interruptions interfere with the call. In the event of an interruption affecting a covered Service Component, Atlantech will route calls to the affected Toll-Free Number to one of the following alternate destinations, for the duration of the interruption:

to an Atlantech announcement - at no charge

to an alternate temporary Atlantech Toll-Free terminating arrangement (using switched access) - non-recurring, recurring, and usage charges for the alternate terminating arrangement are waived for a period not to exceed fourteen days (unless the interruption is due to the failure or deficiency of power, equipment, systems, or services not provided by Atlantech, in which case the charges are not waived); charges for associated Atlantech Toll-Free Advanced Features are not waived

to an alternate Atlantech Toll-Free Service (using switched or dedicated access) to which Client already subscribes - Client is responsible for the charges associated with calls to such alternate service, but a credit will be applied to the bill for the alternate service equal to the number of days the covered Service Component was interrupted (not to exceed fourteen days) times the average daily usage charges for the interrupted Service Component for the month in which the interruption occurred (no credit will be applied if the interruption is due to the failure or deficiency of power, equipment, systems, or services not provided by Atlantech)

If the original routing arrangement is not restored within fourteen days, the alternate terminating arrangement will be established as a permanent terminating arrangement for that Toll-Free number and billing will resume at the rates in Client's Service Agreement.

In addition, Atlantech will provide a credit equal to the usage charge for the applicable incoming toll-free call, for each individual voice call that is interrupted, provided Client advises Atlantech of the type of service, the trouble experienced, the number called from, and the time the call was placed.

## **HOSTING SERVICES**

### **Hosting Services Overview**

**Client Obligations.** Client agrees to do all of the following at its expense:

**(a) Security Precautions.** Use reasonable security precautions in connection with its use of the Services and, if Client resells Atlantech's services, require its Clients and end users to use reasonable security precautions;

**(b) Data Backup.** Notwithstanding any agreement by Atlantech to provide data storage or backup services, create and maintain a current copy of all content (including software, data and other information) stored on Client's Atlantech servers or otherwise provided to Atlantech, and store the copy in a reasonably secure location other than a Atlantech server or location;

**(c) Law, AUP.** Comply with laws applicable to Client's use of the Services and with Atlantech's AUP, and if Client resells Atlantech's Service, require its customers and end users to comply with applicable law and Atlantech's AUP; and

**(d) Investigation of AUP.** Cooperate with Atlantech's reasonable investigation of any suspected violation of the AUP.

Atlantech's hosting services provide a Client with computing equipment or data center space for a Client to locate their own computing equipment for the purpose of attaching said computing equipment to the Internet.

Client agrees that bandwidth and/or disk usage shall not exceed the data storage and transfer allowance for the services ordered by Client on the Service Order. Atlantech shall monitor the Client's usage on a daily basis. If bandwidth or disk usage exceeds the agreed upon data storage and transfer allowance, Atlantech, in its sole discretion, may assess additional standard charges for the usage that exceeds the usage specified on the Service Order, disconnect or discontinue any and all Service Orders, or terminate the Master Services Agreement. In the event that Atlantech elects to take such action, Client shall not be entitled to a refund of any fees paid in advance of such corrective action.

Client is responsible for its content residing on Atlantech and/or Client's servers.

Client agrees that Client shall not use excessive amounts of system resources on any of Atlantech's servers. Any violation of this policy may result in corrective action by Atlantech, in its sole discretion, including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of the associated Service Order. In the event that Atlantech elects to take any corrective action, Client shall not be entitled to a refund of any fees paid in advance prior to such corrective action.

Client will be solely responsible for the development, operation and maintenance of Client's web site and products and all contents and materials appearing online or on Client's products, including without limitation (a) the accuracy and appropriateness of content and materials appearing within the web site or related to Client's products, (b) ensuring that the content and materials appearing within the web site or related to Client's products do not violate or infringe upon the rights of any third party, and (c) ensuring that the content and materials appearing within the web site or related to Client's products are not libelous or otherwise illegal. Client will be solely responsible for the final calculation and application of shipping and sales tax. Client will also be solely responsible for accepting, processing, and filling any Client orders, and for handling any Client inquiries or complaints arising there from. Client is also responsible for the security of any Client credit card numbers and related Client information Client may access as a result of conducting electronic commerce transactions through Atlantech's hosting services. Client will keep all such information confidential and will use the same degree of care and security as Client uses with Client's confidential information.

## **Dedicated Hosting Services**

Atlantech Online Dedicated Hosting Service includes the data center facilities, connectivity, and the hosting services platform. Atlantech Online hosting services platform includes two components: Operating System and Hardware. In a dedicated hosting scenario, Atlantech Online is responsible for the reliability of the hardware and initial installation of the operating system initially residing on the server. Atlantech Online will load the reference operating system onto the customer server and, thereafter, Client shall maintain responsibility for managing and maintain the availability of the server operating system and the support software on the server. Please see the "**Atlantech Dedicated Server Deliverables List**" below.

### Atlantech Dedicated Server Deliverables List:

1. Dedicated Hosting Service Deliverables:
  - 1.1. Load reference Operating System on to an AOI approved hardware configured per customer specifications.
  - 1.2. Monitoring and notification of critical services (at Client's request).
2. Dedicated Database Service Deliverables:
  - 2.1. Load reference Operating System on to an AOI approved hardware configured per customer specifications.
  - 2.2. Load reference Relational Database Management System (RDBMS).
  - 2.3. Configure any server hardware/software fault tolerant features.
  - 2.4. Monitor and notification of critical services.
3. Items not included in the Dedicated Hosting/Database Service Deliverables:
  - 3.1. Managing and maintaining Operating System updates/service packs.
  - 3.2. Managing and maintaining Operating System security updates.
  - 3.3. Managing and maintaining Windows Clustering setup and configuration.
  - 3.4. Managing and maintaining Lightweight Directory Access Protocol (LDAP) Server and/or client setup and configuration.
  - 3.5. Managing and maintaining individual Database (DB) configurations
  - 3.6. Managing and maintaining individual DB Table Structure configurations
  - 3.7. Managing and maintaining individual DB Store Procedures (SP)
  - 3.8. Managing and maintaining individual DB Views
  - 3.9. Managing and maintaining RDBMS configuration replication
  - 3.10. Managing and maintaining RDBMS data mirroring
  - 3.11. Managing and maintaining RDBMS data replication

### **Managed Hosting Services**

Atlantech Online Managed Hosting Service includes the data center facilities, connectivity, and the management service. Atlantech Online management includes two components: Operating System and Hardware. In a managed scenario, Atlantech Online is responsible for the reliability of the hardware and for the stability of the operating system residing on the server. Atlantech Online will load the reference operating system onto the customer server and maintain responsibility for managing and maintain the availability of the server operating system and the support software on the server.

AOI will install, configure and maintain the necessary software for proper Web Server and Database Server operation as outlined in "**Atlantech Managed Server Deliverables List**" below. Atlantech Online will ensure services and components of the software applications are functioning properly at all times and will offer reasonable support to Client's identified representatives when requested.

1. Web Server Support -- Atlantech Online will install, configure and maintain the Microsoft Windows 2003 Server Advanced Edition Operating System with Microsoft Internet Information Server on the Clients Web Servers unless otherwise stated in this contract.
2. Database Server Support -- Atlantech Online will install, configure and maintain the MS SQL Server 2000 Standard Edition Relational Database Management System (RDBMS) unless otherwise stated in this contract. Atlantech Online will not

manage and set up database solutions for the customer, including any data mirroring and replication. Those functions are the Client's responsibility but Atlantech Online will offer reasonable assistance and support as needed. All systems are designed for dedicated database use only. No other applications, such as web server applications, can co-exist on a RDBMS unless the application is specifically related to the functionality of the RDBMS.

Atlantech Managed Server Deliverables List:

1. Managed Hosting Service Deliverables:
  - 1.1. Load reference Operating System on to an AOI approved hardware configured per customer specifications.
  - 1.2. Configure any server hardware/software fault tolerant features.
  - 1.3. Manage and maintain the availability of the server operating system and supported software.
  - 1.4. Manage and maintain Operating System updates/service packs released by software vendor that are free of charge.
  - 1.5. Manage and maintain Operating System critical updates released by software vendor that are free of charge.
  - 1.6. Customization of the Operating System after the initial installation per customer's specific hosting requirements.
  - 1.7. Plan and deploy any third party "add-on" software (evaluated on a case by case basis pending approval from AOI Engineering Review).
  - 1.8. Active Directory Management.
  - 1.9. Monitoring and notification of critical services.
2. Managed Database Service Deliverables:
  - 2.2 Load reference Operating System on to an AOI approved hardware configured per customer specifications.
  - 2.2 Load reference Relational Database Management System (RDBMS).
  - 2.2 Configure any server hardware/software fault tolerant features.
  - 2.2. Manage and maintain the availability of the server operating system and supported software.
  - 2.3. Manage and maintain Operating System updates/service packs released by software vendor that are free of charge.
  - 2.4. Manage and maintain Operating System critical updates released by software vendor that are free of charge.
  - 2.5. Manage and maintain RDBMS updates/service packs released by software vendor that are free of charge.
  - 2.6. Develop and implement a "cold" RDBMS backup scheme per customer's specific requirements.
  - 2.7. Customization of the Operating System after the initial installation per customer's specific RDBMS requirements.
  - 2.8. Develop and deploy a database management plan, using built-in tools and utilities provided by the RDBMS vendor.
  - 2.9. Plan and deploy third party "add-on" software specifically related to the functionality of the RDBMS (evaluated on a case by case basis pending approval from AOI Engineering Review).
  - 2.10. Active Directory Management.
  - 2.11. RDBMS Account Management.
  - 2.12. Monitor and notification of critical services.
3. Items not included in the Managed Hosting/Database Service Deliverables:



- 3.1. Managing and maintaining Operating System updates/service packs released by software vendor that requires a fee.
- 3.2. Managing and maintaining Operating System security updates released by software vendor that requires a fee.
- 3.3. Managing and maintaining Windows Clustering setup and configuration.
- 3.4. Managing and maintaining Lightweight Directory Access Protocol (LDAP) Server and/or client setup and configuration.
- 3.5. Managing and maintaining individual Database (DB) configurations
- 3.6. Managing and maintaining individual DB Table Structure configurations
- 3.7. Managing and maintaining individual DB Store Procedures (SP)
- 3.8. Managing and maintaining individual DB Views
- 3.9. Managing and maintaining RDBMS configuration replication
- 3.10. Managing and maintaining RDBMS data mirroring
4. Managing and maintaining RDBMS data replication.

#### SERVICE LEVEL AGREEMENT FOR DEDICATED AND MANAGED HOSTING SERVICES

This Atlantech Service Level Agreement ("**SLA**") is applicable only to Dedicated and Managed Hosting Services, and applies only to the Atlantech Network and the Dedicated and/or Managed Hosting Platform ordered by Client. This SLA does not apply to any other services, including but not limited to, Shared Web Hosting and ISP services (including but not limited to DNS, email, and web hosting). This SLA is applicable only to Dedicated and Managed Hosting Clients under contract with Atlantech.

All terms used in this section and not otherwise defined shall have the meaning attributed to such terms in the Master Services Agreement (the "**Agreement**") between Client and Atlantech.

#### DEFINITIONS

Atlantech Network: "**Atlantech Network**" means the infrastructure, facilities, and equipment owned, operated, or controlled by Atlantech used to provide Dedicated and Managed Hosting Services.

Service Available: "**Service Available**" is defined as the ability for a Client to exchange Internet Protocol ("**IP**") packets between the provided Dedicated or Managed Hosting Services platform and any IP address (of Atlantech's choice) on the public Internet via the Atlantech Network.

Service Outage: There is a "**Service Outage**" on a specific Dedicated or Managed Hosting Services platform when IP packets cannot be exchanged between the provided platform and any IP address (of Atlantech's choice) on the public Internet via the Atlantech Network.

A Service Outage excludes any failures to which any of the following have contributed in whole or in part:

- a) Scheduled maintenance or other planned outages on the Atlantech Network or on the provided platform;
- b) Problems caused by Client's use or misuse of the Dedicated or Managed Hosting Services platform; or
- c) A Force Majeure Event, as defined in the Master Services Agreement.

Time to Restore Service: "**Time to Restore Service ("TTR")**" is defined as the duration of a Service Outage. Time to Restore Service is calculated commencing

with the date and time (as set forth on the trouble ticket) on which Client initially reports the Service Outage on a trouble ticket containing all information necessary for Atlantech to respond to the trouble ticket and ending upon confirmation by Atlantech to Client that the service is restored. This calculation excludes any period that Atlantech waits for a response, availability, or action from Client, and further excludes any period Atlantech spends monitoring the affected platform after Atlantech has restored service to the affected platform.

Monthly Service Availability: "**Monthly Service Availability**" is defined as the percentage of minutes in a calendar month a Client platform did not experience a Service Outage in that month. Specifically, Monthly Service Availability is a percentage calculated as:

$$1- \left[ \frac{\text{aggregate Time to Restore Service for all Service Outages experienced by Client's Dedicated or Managed Hosting Platform in a calendar month}}{\text{total minutes in same month}} \right] * 100$$

Severe Problem: A Client platform is experiencing a "**Severe Problem**" if the aggregate Time to Restore Service for all Service Outages for such Client Dedicated or Managed Hosting platform is in excess of twenty-four (24) hours in any calendar month.

Chronic Problem: A particular Client Circuit is experiencing a "**Chronic Problem**" if a subsequent Severe Problem occurs (a) within one (1) calendar month following the calendar month in which a Client experienced a Severe Problem, *and* (b) Atlantech did not recommend to terminate the Collocation Service order at the time of the prior Severe Problem.

Network Delay: "**Network Delay**" is defined as the time in milliseconds ("**ms**") required for a round-trip ping test between the Client's Collocation Space and a Atlantech IP PoP in a different IP Region, *provided* that the only traffic during the ping test is the test traffic.

Average Network Delay: The "**Average Network Delay**" to a Client Collocation Space is the hourly average of the Network Delay measurements conducted to the Client Collocation Space. Average Network Delay is not measured when the Client Collocation Space is experiencing a Service Outage.

Delivery: "**Delivery**" is defined as the percentage of IP packets successfully transmitted between the Client's Collocation Space and an Atlantech IP PoP in a different IP Region in a period, *provided* that the only traffic during the test is the test traffic.

Average Delivery: The "**Average Delivery**" to a Client platform is an hourly average of the Delivery measurements conducted. Average Delivery is not measured when the Client platform is experiencing a Service Outage.

Time to Repair Service: "**Time to Repair Service**" is defined as the duration that the Average Network Delay to a Client platform exceeds the targets for Average Network Delay set forth below. Measurement of Time to Repair Service commences with the date and time (as set forth on the trouble ticket) on which Client reports the Network Delay or Delivery issue on a trouble ticket containing all information necessary for Atlantech to respond to the trouble ticket and ends upon confirmation by Atlantech to Client that performance within the Average Network Delay targets is

restored. This calculation excludes any period that Atlantech waits for a response, availability, or action from Client, and further excludes any period Atlantech spends monitoring the affected Client Dedicated or Managed Hosting Platform after Atlantech has restored performance to within the targets for Average Network Delay for the affected Client Dedicated or Managed Hosting Platform.

SERVICE LEVELS AND REMEDIES

Monthly Service Availability: Atlantech’s target for Monthly Service Availability for each Dedicated or Managed Hosting Platform is:

Service	Monthly Service Availability Target
Dedicated Hosting Platform	99.99%
Managed Hosting Platform	99.99%

If Atlantech does not meet the Monthly Service Availability Target for a Client Dedicated or Managed Hosting Platform per the above definition and Client requests a credit, Atlantech will provide Client a credit of one percent (1%) per hour of the monthly recurring charge for such Client Dedicated or Managed Hosting Platform for each hour (or fraction thereof, rounded to the nearest fifteen (15) minutes) of Service Outage experienced by the Client Dedicated or Managed Hosting Platform in excess of the Service Availability Target (“**Service Availability Credit**”); *provided* that in no case will the aggregate of all Service Availability Credits and Time to Restore Credits (defined below) exceed the total monthly recurring charge billed for such Client Dedicated or Managed Hosting Platform during such month.

*Example:* For the purposes of illustrating the Service Availability Credit only, if a Standard 1 Unix dedicated server (i.e., monthly recurring charge of \$249.00) experiences a single Service Outage with Time to Restore Service of 14 hours, 22 minutes in January 2003, Atlantech will calculate the Service Availability Credit in the following manner:

- 1) Subtract Monthly Service Availability Target (in minutes) from the Time to Restore Service for the Service Outage for the month to determine the Time to Restore Service in excess of the Monthly Service Availability Target. In this case, the calculation is 14 hours, 22 minutes Time to Restore Service – 45 minutes allowable Service Outage time (1-99.9% of 44,640 minutes in January) = 13 hours, 37 minutes outage in excess of target;
- 2) Round to the nearest 15 minutes = 13 hours, 30 minutes;
- 3) Multiply by 1% per hour = 13.5% of monthly recurring charge;
- 4) Multiply by monthly recurring charge (\$249.00) = **\$33.62** Service Availability Credit.

Time to Restore Service: Atlantech’s target for Time to Restore Service for each Service Outage experienced by a Dedicated or Managed Hosting Platform is:

Service	Time to Restore Service Target
Dedicated Hosting Platform	4 hours
Managed Hosting Platform	4 hours

If Atlantech does not meet the Time to Restore Service Target for a Service Outage on a Dedicated or Managed Hosting Platform per the above definition and Client requests a credit, Atlantech will provide Client a credit of ten percent (10%) of the monthly recurring charge for that Client Dedicated or Managed Hosting Platform ("**TTR Credit**"), in addition to any other applicable credits for Service Availability, *provided* that in no case will the aggregate of all Service Availability Credits and TTR Credits for that Client Dedicated or Managed Hosting Platform in a month exceed the total monthly recurring charge billed by Atlantech for such Client Dedicated or Managed Hosting Platform for service during such month. All other terms above apply.

Severe and Chronic Problems: For any Dedicated or Managed Hosting Platform that Atlantech verifies has experienced a Severe Problem, Atlantech may recommend to terminate the Service Order on the affected platform. If Atlantech recommends a termination, Atlantech will provide a credit to Client for the amount of such disconnection fee (if any) assessed by Atlantech.

For any Dedicated or Managed Hosting Platform that Atlantech verifies has experienced a Chronic Problem, Client may give Atlantech approval to terminate such platform, and Atlantech will provide a credit to Client for the amount of any termination fee (if any) assessed by Atlantech.

#### CLAIMS AND CREDIT AVAILABILITY

It is the Client's responsibility to identify, request and document all bona fide SLA claims and corresponding credits. Client must notify Atlantech of a requested SLA claim by submitting an email request to [billing@atlantech.net](mailto:billing@atlantech.net). To be eligible for service credits, Client must first report service availability, delay, or delivery events to Atlantech Technical Support and have been provided a Trouble Ticket Number. Atlantech will notify Client of its resolution of the reported event. Client must claim any applicable service credits by the 15<sup>th</sup> day of the month following the month in which the reported incident was resolved. Atlantech will verify the Client's claim within thirty (30) days of a complete and properly submitted credit request, and will apply any applicable credits, as determined at Atlantech's sole discretion, to the Client's invoice issued on the next billing anniversary date following Atlantech's thirty (30) day review. **NOTE: Total credits in a given month on a Dedicated or Managed Hosting Platform may not exceed the monthly recurring fees charged by Atlantech for such service during such month. Any excess credits will not carry over into later invoices.** For the purposes of illustrating the timelines for Credit Availability only, if Atlantech resolves an incident in January 2004 – regardless of when Atlantech opened the trouble ticket for the incident – and Client wishes to receive a credit for the incident, Client must claim the applicable credits by February 15, 2004. If the claim is complete and is properly submitted, Atlantech will verify the claim by March 15, 2003, and will apply any applicable credit to Client's next invoice. *Client may not, under any circumstances, submit credit requests after the date to submit service credit requests set forth above has passed; Atlantech will not accept late credit requests.* Requests for SLA credits must be submitted by email to [billing@atlantech.net](mailto:billing@atlantech.net). A separate credit request must be submitted for each platform for which a claim is made. Atlantech will reject any credit requests that do not provide sufficient supporting information to allow Atlantech to verify the claim. Such information must include:

- the contact name for the Dedicated or Managed Hosting Service for which the incident occurred;

- the Atlantech Trouble Ticket Number on which the incident was reported;
- the specific type of credit being requested;
- the date(s) of the resolution of the trouble ticket(s) (for credits for Service Availability or Time to Restore Service); and
- any other information that Atlantech may reasonably request to assist Atlantech in verifying Client's credit request.

Atlantech does not guarantee that provision of the above information will be sufficient to allow Atlantech to verify the request. Atlantech will inform Client of credit requests rejected for insufficient information, and Client will be allowed to resubmit such requests with additional supporting information within five (5) business days of Atlantech's notification of its rejection of the credit request. After Client resubmits the credit request with the additional supporting information, the standard verification and crediting timelines (outlined above) will apply. Atlantech will notify of results within 5 business days of receipt of such requested additional information.

Atlantech reserves the right to modify the format for submission of, and information required for, SLA credit requests.

Atlantech may, at its reasonable discretion and without notice, limit or eliminate Client's eligibility and ability to submit SLA credit requests if (a) Client has an undisputed past-due amount owed to Atlantech or (b) in Atlantech's sole determination, Atlantech determines that Client has:

- Failed on one or more occasions to comply with the credit request policies and requirements described herein;
- Submitted an excessive number of rejected SLA credit requests; or
- Used, or attempted to use, the SLA credit process in a frivolous, abusive, or fraudulent manner.

Atlantech will restore Client's ability to submit SLA credit requests once Client (i) has paid all amounts owed Atlantech (in case of failure to pay outstanding invoices), or (ii) in all other cases, provides to Atlantech assurances sufficient for Atlantech to determine Client has cured the conduct that initiated Client's ineligibility to participate in the SLA.

## **Collocation Services**

### Collocation License Terms

Atlantech provides Internet Data Centers ("IDC"), with related Internet and Telephone services. Under this Agreement, "**IDC**" means the Internet Data Center identified in each Sales Order signed by Atlantech and Client. If no IDC is specifically identified in the Service Order, the IDC will be at 1010 Wayne Avenue in Silver Spring, Maryland.

Upon placing a Collocation Services Sales Order, making payment of the applicable fees and subject to the terms and conditions herein, Atlantech (i) grants Client a license ("License") to use the cabinets or rack spaces ordered and identified by

Atlantech (hereinafter "Space") in the IDC identified in the Service Order, including any Service Order hereafter signed, solely for the purpose of installing, operating, maintaining, altering and repairing Internet or telecommunication network equipment located by Client or Client's agent in the Space, and (ii) shall provide certain services (including security, electrical service, fire suppression, HVAC and other services ordered by Client on a Service Order) reasonably necessary to support such use of the Space ("Services"). If Atlantech and Client subsequently sign any new Service Orders, the Space identified in that Service Order will become part of the "Space" for all purposes under the Master Service Agreement.

Subject to the terms and conditions of the Master Service Agreement, Atlantech agrees that Client shall have access to all Space 24 hours per day, 365 days per year.

Subject to payment of applicable charges, Atlantech will install interconnections ("Interconnections") between Client and other customers of Atlantech, at the request of Client, so long as the Client to which the Interconnection runs approves such Interconnection. Only Atlantech may install inter-rack, intra- and inter-customer Interconnections of any kind (including Interconnections which use the environment as a carrier, such as wireless and infrared connections), unless otherwise agreed to by Atlantech in writing. In the event that any of Client's Interconnections is disconnected due to Client's request or due to termination or partial termination of a Service Order, Atlantech may inform the other Atlantech customer of the disconnection.

Atlantech reserves the right to enter the Space as needed during an emergency and as needed to perform those services necessary for the use of the IDC by all Clients.

Atlantech has adopted policies which are intended to provide for the safety and security of all users of the IDC ("Policies"). A copy of the current Policies is attached hereto as Exhibit A. Atlantech and Client agree to comply with the Policies. It is understood by Client that multiple customers of Atlantech will be located at each IDC, and the Policies are intended to facilitate and promote the orderly and efficient usage of the IDC for the benefit, safety and protection of all Clients. In that context, Atlantech shall be entitled to make changes to the Policies from time to time. Atlantech agrees that any future changes to the Policies will not unreasonably limit the right or ability of Client to have access to or utilize the Space for the purposes contemplated by the Master Service Agreement and the Service Order(s).

Client acknowledges that the License is only to use the Space, and that Client has not been granted any other rights or real property or other interests in the Space or the IDC and has no rights as a tenant under applicable law regarding rights and remedies of landlords and tenants of real property.

#### Equipment

Client will furnish to Atlantech, and keep current, an equipment list identifying all of its Equipment installed in Atlantech's Collocation Facility (the "Facility"). Atlantech reserves the right to verify installation of the Equipment on the Equipment list. All Equipment must fit within the space designated by Atlantech and according to the Service Order.

No customer is allowed to keep any loose material in the Facility; this includes, but is not limited to, equipment manuals, cables, equipment, etc. All materials must be

either plugged in and connected to the network or stored securely in a locked rack-mounted drawer purchased and installed by Client to store their loose materials. Client will be allowed to remove from the Facility only that Equipment listed on the then-current version of Client's Equipment List. All equipment is required to have an Atlantech asset tag prior to entry into the Facility.

Atlantech reserves the right to relocate Equipment within the Facility or to move Equipment to another Facility with at least 10 days' written notice. Equipment moved or relocated to another Facility at Atlantech's initiative will be at Atlantech's expense. Every commercially reasonable effort will be made to minimize downtime and service interruption if Equipment is moved or relocated. If Client objects to the location of the new Facility, Client may terminate this Agreement without penalty within thirty (30) days of receiving notice of the new data center's location.

Client agrees to immediately remove or render non-infringing, at Client's expense, any Equipment alleged to infringe any patent, trademark, copyright, or other intellectual property right.

If Atlantech negligently or willfully damages any Equipment, Atlantech will repair or replace the damaged item or, at Atlantech's option, will reimburse Client for the reasonable cost of repair or replacement. THIS SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGE TO EQUIPMENT CAUSED BY OR ATTRIBUTABLE TO ATLANTECH, ITS EMPLOYEES, OFFICERS AND/OR AGENTS.

#### Racks and Cabinets

Atlantech provides industry standard 19" racks or cabinets for customer collocation. Shelves and rack screws are available upon request.

#### Cross Connects

Cross connects allow clients to connect to the Internet and to leased lines from telephone carriers. Atlantech leaves the choice of speed and media type to the participants, based on their needs.

Cross connects are established quickly and easily with:

- Minimum 24-hour turnaround from receipt of authorized order.
- Choice of four types of cables for connection to the Atlantech GigE

switch or for intra-cabinet wiring:

1. Coax
2. CAT5
3. Single-Mode Fiber
4. Multi-Mode Fiber

- Overhead cable management system.
- If a media converter is required to complete an installation due to distance limitations, Atlantech will work with the customer to implement a solution.

Note: An additional cost will be incurred by the customer for the media converter.

Any custom cross connects requested by Client (i.e. of a different media than listed above, have a termination point outside of Atlantech's data center, etc.) are the responsibility of Client to install, maintain and to demolish. Any such custom cross connects must meet criteria as outlined by Atlantech. If Client does not perform the demolition of a custom cross connect after terminating service, Atlantech shall perform said demolition to bring the data center back to the condition prior to the installation of the custom cross connect and Client is responsible for the cost of said demolition.

#### Power

Power for racks and cabinets is ordered as a line item on a Sales Order. Delivery of power can be either a power strip or a power receptacle based on the type of service order, the rack (or cabinet) configuration and the standard for the data center.

Client agrees that power consumption will not exceed national electric codes per provided electrical circuit and that all connected equipment is UL approved. Cabling used by Client must meet national electrical and fire standards and any additional Atlantech specifications. Client must only use Atlantech installed power distribution. Customer Supplied power distribution devices and "daisy-chaining" of power strips are strictly prohibited. For remote power control devices and DC power configurations, Client should contact their sales representative for options.

Client agrees not to exceed 80% power utilization on any circuit provided or ordered by Client in order to meet local municipal codes and Atlantech's policies. Client can order additional power circuits for their rack in order to keep their electrical load within local municipal codes and Atlantech's policies. Client can open a trouble ticket at any time to request a power utilization reading.

#### Power Limitations

Client may not draw more than 5 kilowatts (the "Power Cap") in each cabinet or rack. If Atlantech Online measures Client's power draw and the power draw exceeds the Power Cap, Atlantech Online will provide written notification to Client and require Client to reduce the power draw to the Power Cap or below within 72 hours of the notification. If Client does not resolve the situation with a mutually agreeable plan, Atlantech Online may disconnect Client's power until the capacity of their circuit(s) equals or is below the Power Cap.

#### Insurance

Client agrees to maintain, at Client's expense, during the entire time this Agreement is in effect (i) Commercial General Liability Insurance in an amount not less than One Million U.S. Dollars (\$1,000,000) per occurrence for bodily injury, death and property damage, which policy shall include contractual liability coverage related to this Agreement; (ii) Workers' Compensation and employer's liability insurance in an amount not less than that prescribed by law; and (iii) umbrella or excess liability insurance with a combined single limit of no less than Two Million U.S. Dollars (\$2,000,000). Prior to any use of the Space, Client shall furnish Atlantech with certificates of insurance which evidence the minimum levels of insurance set forth herein and which name as additional insureds Atlantech and other parties with an interest in the Space as designated by Atlantech. In addition, Client shall notify Atlantech of any non-renewal, cancellation, reduction in policy limit or other material change in Client's coverage at least thirty (30) days prior to such change in



coverage. The requirements in this Section shall be subject to change at Atlantech's reasonable discretion, upon ninety (90) days' prior written notice; provided, however, if Client reasonably believes that such change in the insurance requirements in this Section is unreasonable, Client shall have the right, exercisable for a period of ten business (10) days after receiving notice of such change from Atlantech, to send a notice to Atlantech, in which event Atlantech shall have the right, exercisable for a period of ten business (10) days after receiving such notice from Client, to withdraw such change. If Atlantech fails to withdraw such change, Atlantech may terminate this Agreement as of the day prior to such change taking effect.

Neither Atlantech nor Client shall have any obligation to insure any property belonging to or in the possession of the other. As to any property insurance carried by Client on its Equipment, Client shall obtain a waiver of subrogation in favor of Atlantech. Except as set forth in this section, neither party shall have any responsibility for any loss or damage to property belonging to or in the possession of the other.

#### Additional Services including the "Smart Hands" Service

During the term of this Agreement, Atlantech may from time to time offer additional services to Client and other clients ("Additional Services"), including services associated with installation of Equipment in the Space, shipping and delivery of Equipment, and the "Smart Hands" service. Client's use of Additional Services shall be at Client's option. Atlantech reserves the right to require that Client agree to additional terms and conditions relating to any Additional Services. Should Client choose to use any Additional Services not covered by a separate written agreement, Client agrees to pay the charges from time to time in effect for such Additional Services plus materials. Notwithstanding anything herein to the contrary, with respect to the "Smart Hands" service offered by Atlantech: (i) the only obligation of Atlantech shall be to carry out the express instructions of Client; (ii) Atlantech reserves the right to require that Client's instructions be given in additional detail and/or in writing (which may be by electronic mail); and (iii) in the event that Atlantech fails to correctly carry out the express instructions of Client, the sole remedy shall be, at the option of Client, to perform that service for free, or to correct the work.

"Smart Hands" service involves an onsite technician providing basic activities with their "eyes", "ears", and "fingers", but without involvement of tools, equipment, physical labor, keyboard or other data input. Examples of this service include:

- Pushing a button
- Flipping a switch
- Cycle Power
- Securing cables
- Reporting light or display status
- Report current data center status

Onsite technicians are NOT authorized to perform any other server-related duties without a written request from the customer AND approval from a NOC supervisor.

Client shall obtain and provide to Atlantech, such consent of Client's subcontractors and third party providers as may be necessary for Atlantech and its subcontractors to have the right to use and access Client's Equipment and any third party software provided by Client, for the purpose of providing Services or Additional Services.

#### SERVICE LEVEL AGREEMENT FOR COLLOCATION SERVICES

This Atlantech Service Level Agreement ("**SLA**") is applicable only to Collocation Services, and applies only to the Atlantech Network and the Collocation Space ordered by Client. This SLA does not apply to any other services, including but not limited to, ISP services (including but not limited to DNS, email, and web hosting). This SLA is applicable only to Collocation Clients under contract with Atlantech.

All terms used in this section and not otherwise defined shall have the meaning attributed to such terms in the Master Services Agreement (the "**Agreement**") between Client and Atlantech.

#### DEFINITIONS

Atlantech Network: "**Atlantech Network**" means the infrastructure, facilities, and equipment owned, operated, or controlled by Atlantech used to provide Collocation Services.

Service Available: "**Service Available**" is defined as the ability for a Client to exchange Internet Protocol ("**IP**") packets between the provided Collocation Services and any IP address (of Atlantech's choice) on the public Internet via the Atlantech Network.

Service Outage: There is a "**Service Outage**" for a specific Collocation Service when IP packets cannot be exchanged between the provided platform and any IP address (of Atlantech's choice) on the public Internet via the Atlantech Network.

A Service Outage excludes any failures to which any of the following have contributed in whole or in part:

- a) Scheduled maintenance or other planned outages on the Atlantech Network or the Collocation Space;
- b) Problems caused by Client's use or misuse of the Collocation Service; or
- c) A Force Majeure Event, as defined in the Master Services Agreement.

Time to Restore Service: "**Time to Restore Service ("TTR")**" is defined as the duration of a Service Outage. Time to Restore Service is calculated commencing with the date and time (as set forth on the trouble ticket) on which Client initially reports the Service Outage on a trouble ticket containing all information necessary for Atlantech to respond to the trouble ticket and ending upon confirmation by Atlantech to Client that the service is restored. This calculation excludes any period that Atlantech waits for a response, availability, or action from Client, and further excludes any period Atlantech spends monitoring the affected platform after Atlantech has restored service to the affected platform.

Monthly Service Availability: "**Monthly Service Availability**" is defined as the percentage of minutes in a calendar month a Client Collocation Space did not experience a Service Outage in that month. Specifically, Monthly Service Availability is a percentage calculated as:

- 1- [(aggregate Time to Restore Service for all Service Outages experienced

by Client Collocation Service in a calendar month) / (total minutes in same month)]\*100

**Severe Problem:** A Client Collocation Space is experiencing a “**Severe Problem**” if the aggregate Time to Restore Service for all Service Outages for such Client Collocation Space is in excess of twenty-four (24) hours in any calendar month.

**Chronic Problem:** A particular Client Collocation Space is experiencing a “**Chronic Problem**” if a subsequent Severe Problem occurs (a) within one (1) calendar month following the calendar month in which a Client experienced a Severe Problem, *and* (b) Atlantech did not recommend to terminate the Client Collocation Space at the time of the prior Severe Problem.

**Network Delay:** “**Network Delay**” is defined as the time in milliseconds (“**ms**”) required for a round-trip ping test between the Client’s platform and a Atlantech IP PoP in a different IP Region, *provided* that the only traffic during the ping test is the test traffic.

**Average Network Delay:** The “**Average Network Delay**” to a Client Collocation Space is the hourly average of the Network Delay measurements conducted to the Client Collocation Space. Average Network Delay is not measured when the Client Collocation Space is experiencing a Service Outage.

**Delivery:** “**Delivery**” is defined as the percentage of IP packets successfully transmitted between the Client’s Collocation Space and an Atlantech IP PoP in a different IP Region in a period, *provided* that the only traffic during the test is the test traffic.

**Average Delivery:** The “**Average Delivery**” to a Client Collocation Space is an hourly average of the Delivery measurements conducted. Average Delivery is not measured when the Client Collocation Space is experiencing a Service Outage.

**Time to Repair Service:** “**Time to Repair Service**” is defined as the duration that the Average Network Delay to a Client Collocation Space exceeds the targets for Average Network Delay set forth below. Measurement of Time to Repair Service commences with the date and time (as set forth on the trouble ticket) on which Client reports the Network Delay or Delivery issue on a trouble ticket containing all information necessary for Atlantech to respond to the trouble ticket and ends upon confirmation by Atlantech to Client that performance within the Average Network Delay targets is restored. This calculation excludes any period that Atlantech waits for a response, availability, or action from Client, and further excludes any period Atlantech spends monitoring the affected Client Collocation Space after Atlantech has restored performance to within the targets for Average Network Delay for the affected Client Collocation Space.

#### SERVICE LEVELS AND REMEDIES

Monthly Service Availability: Atlantech’s target for Monthly Service Availability for each Collocation Space ordered is:

<b>Service</b>	<b>Monthly Service Availability Target</b>
Dedicated Hosting Platform	99.99%
Managed Hosting Platform	99.99%

If Atlantech does not meet the Monthly Service Availability Target for a Client Collocation Space per the above definition and Client requests a credit, Atlantech will provide Client a credit of one percent (1%) per hour of the monthly recurring charge for such Client Collocation Space for each hour (or fraction thereof, rounded to the nearest fifteen (15) minutes) of Service Outage experienced by the Client Collocation Space in excess of the Service Availability Target ("**Service Availability Credit**"); *provided* that in no case will the aggregate of all Service Availability Credits and Time to Restore Credits (defined below) exceed the total monthly recurring charge billed for such Client Collocation Space during such month.

*Example:* For the purposes of illustrating the Service Availability Credit only, if a Collocation Rack (i.e., monthly recurring charge of \$1,000.00) experiences a single Service Outage with Time to Restore Service of 14 hours, 22 minutes in January 2003, Atlantech will calculate the Service Availability Credit in the following manner:

- 1) Subtract Monthly Service Availability Target (in minutes) from the Time to Restore Service for the Service Outage for the month to determine the Time to Restore Service in excess of the Monthly Service Availability Target. In this case, the calculation is 14 hours, 22 minutes Time to Restore Service – 45 minutes allowable Service Outage time (1-99.9% of 44,640 minutes in January) = 13 hours, 37 minutes outage in excess of target;
- 2) Round to the nearest 15 minutes = 13 hours, 30 minutes;
- 3) Multiply by 1% per hour = 13.5% of monthly recurring charge;
- 4) Multiply by monthly recurring charge (\$1,000.00) = **\$135.00** Service Availability Credit.

Time to Restore Service: Atlantech’s target for Time to Restore Service for each Service Outage experienced by a Collocation Space is:

Service	Time to Restore Service Target
Collocation Space	4 hours

If Atlantech does not meet the Time to Restore Service Target for a Service Outage on a Collocation Space per the above definition and Client requests a credit, Atlantech will provide Client a credit of ten percent (10%) of the monthly recurring charge for that Client Collocation Space ("**TTR Credit**"), in addition to any other applicable credits for Service Availability, *provided* that in no case will the aggregate of all Service Availability Credits and TTR Credits for that Client Collocation Space in a month exceed the total monthly recurring charge billed by Atlantech for such Client Collocation Space for service during such month. All other terms above apply.

Severe and Chronic Problems: For any Collocation Space that Atlantech verifies has experienced a Severe Problem, Atlantech may recommend to terminate the Service Order on the affected platform. If Atlantech recommends a termination, Atlantech will provide a credit to Client for the amount of such disconnection fee (if any) assessed by Atlantech.

For any Collocation Space that Atlantech verifies has experienced a Chronic Problem, Client may give Atlantech approval to terminate such platform, and Atlantech will provide a credit to Client for the amount of any termination fee (if any) assessed by

Atlantech.

#### CLAIMS AND CREDIT AVAILABILITY

It is the Client's responsibility to identify, request and document all bona fide SLA claims and corresponding credits. Client must notify Atlantech of a requested SLA claim by submitting an email request to [billing@atlantech.net](mailto:billing@atlantech.net). To be eligible for service credits, Client must first report service availability, delay, or delivery events to Atlantech Technical Support and have been provided a Trouble Ticket Number. Atlantech will notify Client of its resolution of the reported event. Client must claim any applicable service credits by the 15<sup>th</sup> day of the month following the month in which the reported incident was resolved. Atlantech will verify the Client's claim within thirty (30) days of a complete and properly submitted credit request, and will apply any applicable credits, as determined at Atlantech's sole discretion, to the Client's invoice issued on the next billing anniversary date following Atlantech's thirty (30) day review. **NOTE: Total credits in a given month on a Collocation Spacemay not exceed the monthly recurring fees charged by Atlantech for such service during such month. Any excess credits will not carry over into later invoices.** For the purposes of illustrating the timelines for Credit Availability only, if Atlantech resolves an incident in January 2004 – regardless of when Atlantech opened the trouble ticket for the incident – and Client wishes to receive a credit for the incident, Client must claim the applicable credits by February 15, 2004. If the claim is complete and is properly submitted, Atlantech will verify the claim by March 15, 2003, and will apply any applicable credit to Client's next invoice. *Client may not, under any circumstances, submit credit requests after the date to submit service credit requests set forth above has passed; Atlantech will not accept late credit requests.* Requests for SLA credits must be submitted by email to [billing@atlantech.net](mailto:billing@atlantech.net). A separate credit request must be submitted for each platform for which a claim is made. Atlantech will reject any credit requests that do not provide sufficient supporting information to allow Atlantech to verify the claim. Such information must include:

- the contact name for the Dedicated or Managed Hosting Service for which the incident occurred;
- the Atlantech Trouble Ticket Number on which the incident was reported;
- the specific type of credit being requested;
- the date(s) of the resolution of the trouble ticket(s) (for credits for Service Availability or Time to Restore Service); and
- any other information that Atlantech may reasonably request to assist Atlantech in verifying Client's credit request.

Atlantech does not guarantee that provision of the above information will be sufficient to allow Atlantech to verify the request. Atlantech will inform Client of credit requests rejected for insufficient information, and Client will be allowed to resubmit such requests with additional supporting information within five (5) business days of Atlantech's notification of its rejection of the credit request. After Client resubmits the credit request with the additional supporting information, the standard verification and crediting timelines (outlined above) will apply. Atlantech will notify of results within 5 business days of receipt of such requested additional information. If Atlantech grants the requested credit, the amount of the credit will

be applied to Client’s account and the credited amount will be shown on Client’s next monthly bill.

Atlantech reserves the right to modify the format for submission of, and information required for, SLA credit requests.

Atlantech may, at its reasonable discretion and without notice, limit or eliminate Client’s eligibility and ability to submit SLA credit requests if (a) Client has an undisputed past-due amount owed to Atlantech or (b) in Atlantech’s sole determination, Atlantech determines that Client has:

- Failed on one or more occasions to comply with the credit request policies and requirements described herein;
- Submitted an excessive number of rejected SLA credit requests; or
- Used, or attempted to use, the SLA credit process in a frivolous, abusive, or fraudulent manner.

Atlantech will restore Client’s ability to submit SLA credit requests once Client (i) has paid all amounts owed Atlantech (in case of failure to pay outstanding invoices), or (ii) in all other cases, provides to Atlantech assurances sufficient for Atlantech to determine Client has cured the conduct that initiated Client’s ineligibility to participate in the SLA.

## **ENHANCED SERVICES**

### **INTERNET SECURITY SERVICES**

#### ATLANTECH INTERNET SECURITY SERVICES DESCRIPTION

<b>Service Name</b>	<b>Description</b>
Basic	Managed firewall service based on either a Juniper or Cisco firewall with a 10-user license device and using stateful packet inspection. Atlantech pre-configures and/or remotely configures the firewall device per Client’s order but Client must self-install the firewall device. Once installed, Atlantech provides remote 24x7x365 Client support and 24x7x365 health monitoring.
Basic w/ VPN	Site-to-site virtual private networking (“ <b>VPN</b> ”) service based on either a Juniper or Cisco firewall with 10-user license device and using IPsec Triple DES (“ <b>3DES</b> ”) encrypted tunnels. Also includes a managed firewall, which uses stateful

	packet inspection. Atlantech pre-configures and/or remotely configures the firewall device per Client's order but Client must self-install the firewall device. Once installed, Atlantech provides remote 24x7x365 Client support and 24x7x365 health monitoring.
Silver	Managed firewall service based on Watchguard SOHO device with 25-user license device and using stateful packet inspection. Atlantech pre-configures and/or remotely configures the Watchguard device per Client's order but Client must self-install the Watchguard device. Once installed, Atlantech provides remote 24x7x365 Client support, 24x7x365 health monitoring and monthly reporting.
Gold	Managed firewall service based on Watchguard SOHO device with 50-user license device and using stateful packet inspection. Atlantech pre-configures and/or remotely configures the Watchguard device per Client's order but Client must self-install the Watchguard device. Once installed, Atlantech provides remote 24x7x365 Client support, 24x7x365 health monitoring, monthly reporting and quarterly scans of Client's network.
Platinum	Managed firewall service based on Watchguard SOHO device with 100-user license device and using stateful packet inspection. Atlantech pre-configures and/or remotely configures the Watchguard device per Client's order but Client must self-install the Watchguard device. Once installed, Atlantech provides remote 24x7x365 Client support, 24x7x365 health monitoring, monthly reporting, quarterly scans of Client's network, annual site security assessment and Incident Response Team.

All security equipment is owned, managed and provided by Atlantech. Atlantech will replace any defective equipment per the Emergency Hardware Swap description below. Client is responsible for the safe installation and ongoing physical security and power protection of the provided hardware. If the equipment is lost or damaged, Client will be provided with replacement equipment and will be charged the current market rate for the replaced equipment.

Atlantech may supply new or recertified equipment on new orders. Recertified equipment is equipment that (a) may have been removed from its original packaging by Atlantech or returned to Atlantech by an End User, (b) is free from visible defects, and (c) is equivalent in function and appearance to new units. At Atlantech's discretion, any equipment Atlantech supplies as replacement equipment for existing equipment (e.g., for warranty purposes) may be new, recertified or refurbished. Refurbished equipment is previously owned equipment that has been remanufactured by the manufacturer or its agent, is free from visible defects, and is

equivalent in functionality to new units.

### FIREWALL CONFIGURATIONS

Clients can specify up to 20 total incoming and outgoing policies for Atlantech Internet Security Services. These policies can be customized to meet most Client requirements. Clients can define an inbound policy to block all incoming connections for maximum security, or define an inbound policy that will allow access only to host servers for email, web pages, or almost any other IP based service. Outbound policy definitions can be created to limit the types of applications that can be accessed by users from within the network. For example, web surfing can be limited to only specific computers. Clients will work with a designated Atlantech Sales Engineer to define and implement Atlantech Internet Security Services.

### INTERNET SECURITY SERVICES PROVISIONING

For each Atlantech Internet Security Service, Atlantech follows the following provisioning process:

- Atlantech configures the device prior to shipping to Client. Atlantech then ships the device package that includes one (1) device with a static and public IP address assigned, required cables, and installation instructions. For Atlantech Basic Firewall with VPN services, one (1) service order is needed for each site.
- Upon receipt, Client installs the device per installation instructions and calls Atlantech Technical Support to finalize configuration and activate service.
- Atlantech commences billing at the earlier of: (a) the time at which Client has successfully completed the installation process and Atlantech has confirmed activation in an email and/or phone call, or (b) ten (10) business days after Atlantech has shipped the device to the Client.

### INTERNET SECURITY SERVICES SERVICE LEVEL AGREEMENT

Atlantech Internet Security Clients receive an Internet security-specific SLA. Additional SLA's might apply based upon the access service subscribed to by the Client. The Atlantech Internet Security Service SLA represents Atlantech's commitment to providing reliable security services for its Clients and is Client's only remedy for service-related issues.

**Time to Respond:** Atlantech will respond to each Internet Security Service configuration change request or trouble ticket within one (1) business day. If Atlantech does not respond within such one (1) business day period, Atlantech will credit Client 10% of monthly Internet Security Service charges at the affected site per incident, up to a maximum of 30% per month. The Client must proactively report failure to meet this SLA to receive credit for the month of the request.

**Emergency Hardware Swap:** In the event of a Internet Security Service hardware failure, Atlantech will replace the security hardware within two (2) business days of when the failure is reported to and confirmed by Atlantech Technical Support. If Atlantech does not replace the security hardware within the two (2) business days, Atlantech will credit Client 10% of monthly Internet Security Service charges at the affected site per incident, up to a maximum of 30% per month. The Client must proactively report failure to meet this SLA to receive credit.

All credit requests must be made pursuant to Atlantech's credit procedures outlined



in the General Terms and Conditions agreement. In addition, Atlantech Internet Security Service Claims and Credit Availability are subject to the following conditions:

- Client must contact Atlantech Client Care immediately upon Internet Security Service failure to perform;
- Atlantech must be at fault for the failure to meet the SLA (as determined by Atlantech in its sole and reasonable commercial judgment); and
- Client must provide Atlantech remote access to the security hardware and other Atlantech-provided CPE at all necessary times.

## **Email Services**

Atlantech Email services are provided as either individual Email Boxes or as Email Packs.

An Email Box service is an individual email address using the domain name atlantech.net. All modifications, including password changes, are managed by Atlantech's technical support department.

An Email Pack is a certain quantity of Email boxes associated with a Client's domain name. Email packs come in the quantities of: 5, 10, 50, and 100 Email Boxes (larger sizes are available). The Email Pack is managed by the Client by using a postmaster account (i.e. [postmaster@yourdomain.com](mailto:postmaster@yourdomain.com)). All additions, deletions, modifications and password changes can be accomplished through the Email Pack web interface.

Email Boxes and Packs are subject to the following:

(a) Each Email box service has a fixed storage limit per mailbox. Atlantech may not store e-mail that, when received, exceeds the storage limit, or may delete other e-mail already stored to create storage capacity for the new e-mail. These e-mails would therefore be permanently lost to Client. It is Client's obligation to monitor the remaining storage capacity of the mailboxes provided.

(b) Client acknowledges that Atlantech backs up Client's e-mail messages on a snapshot basis at a specific moment in time, and that the back ups therefore capture only those messages that are stored at that time. Back ups are retained for two weeks from the date generated. Restorations of Client mailboxes requested as a result of Client error are provided on a fee basis.

(c) Atlantech's obligation to store e-mail messages terminates at the effective date of expiration or termination of the Email service. Atlantech expects to delete all of Client's data within ten (10) days or less from expiration or termination of the service. At Client's written request made at or prior to the termination of the service, Atlantech will provide a copy of Client's data on a fee basis no later than ten (10) days following the date of the request.

(d) The maximum attachment size an individual message being sent through Atlantech's email servers is 10 MB.

**Filtering Disclaimer.** At Client's request, Atlantech may provide certain services designed to filter unwanted Email, such as spam and Email infected with viruses. Filtering services are provided on an "**AS IS**" basis. Client acknowledges that the technological limitations of the filtering service will result in the failure to capture some unwanted Email, and will also likely result in the capture of some legitimate Email. Atlantech recommends that Client employ additional security measures, such as a desktop virus scanner and firewall, on computers that are connected to the Internet.

## **Email Gateway Service**

Atlantech's Email Gateway Service provides Spam and Virus protection for Client's Email server wherever it is located. On a monthly basis, Client is provided an automated summary report detailing the total number of email messages processed through the service, how many messages had viruses, how many messages were blocked and how many messages were sent to Client's email server.

Email Gateway Service is subject to the following:

(a) Client must provide and manage their own mail server connected to the Internet.

(b) Atlantech recommends that Client host the domain name record associated with Atlantech's Email Gateway Service on Atlantech's DNS servers.

(c) Atlantech's Email Gateway Service includes real-time SPAM Protection. All Email sent to Client's Email domain will be scanned and rated for SPAM. Based on Client's desire, Atlantech can then either (i) forward all email to Client's Email server, thus allowing each Email recipient to decide on how to filter their own Email based on the SPAM rating including in the Email header; (ii) reject all Email sent from known spammer servers and forward the remaining Email to Client's Email server or (iii) reject all Email sent from known spammer servers, reject all Email that has a rating score of 10 or more and forward the remaining Email to Client's Email server. Client acknowledges and agrees that Atlantech's Email Gateway Service is not guaranteed to be one hundred percent (100%) effective or error free and may result in Email that is not SPAM being falsely identified as SPAM and deleted by our system, or the delivery of SPAM to Client's Email server. Client acknowledges and agrees that Atlantech shall have no liability to Client or any third party with respect to the Email Gateway Service, Client's failure to receive any Email as a result thereof, or Client's receipt of SPAM. If Client desires, upon Client's written request to [support@atlantech.net](mailto:support@atlantech.net), Atlantech can configure the Email Gateway Service to only scan for Viruses and not scan for SPAM.

(d) Atlantech's Email Gateway service includes Virus Protection that scans Client's Email, and attachments thereto, to assist in the prevention of the transmission of viruses to Client's Email server. All Email sent to Client's Email server will be scanned for viruses. If a virus is detected, the Email message and/or attachment, as applicable, will be deleted and will not be delivered to Client's email server. Client acknowledges and agrees that Atlantech's Email Gateway Service Virus Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may delete Email messages and/or attachments that Client may desire to view, or allow the transmission of viruses to Client's computer systems and/or Email programs. Client acknowledges and agrees that Atlantech shall have no liability to

Client or any third party with respect to the Virus Protection feature, Client's failure to receive any Email and/or Email attachments as a result thereof, or the transmission of viruses to Client's computer system and/or Email programs. If Client desires, upon Client's written request to [support@atlantech.net](mailto:support@atlantech.net), Atlantech can configure the Email Gateway Service to ignore viruses sent to your Email Server.

## **Backup & Data Storage Services**

### Disk2Disk Backup

The Atlantech Disk2Disk Service (D2D) provides data backup of servers residing in Atlantech Online's Internet Data Center (IDC). Client's billing is based on the maximum amount in gigabytes (GB) of uncompressed data backed up for each month per option chosen. The conversion methodology used is 1000 MBs is equal to 1 GB. All Backup and Restore requests can be made 24 hours a day, 365 per year.

Although D2D is a component of and can assist with a disaster recovery event, it is not a recovery service. In the event of a total system failure. D2D service will not provide "bare metal" restore of a server. Conducting a complete system recovery would still require the reloading of the OS and any non-OS supplied applications that existed on the machine prior to the failure. As a best practice, Atlantech recommends that Client backs up files that are application specific (for example, Oracle), password files, configurations files, or any other types of files Client deems necessary for day-to-day business operations. Client should review and construct the backup selection list carefully in order to best meet their specific requirements.

### **Backup Cycle**

Automated backup of client-defined file selections consists of:

1. A backup cycle with seven (7) daily cumulative incremental i.e. the data that has changed since the last full backup, one weekly cumulative incremental, and one (1) monthly full performed at the last weekend of each month.
2. Backups completed within an Atlantech defined window as specified in a schedule specific to Client
3. On-site, retention period for two (2) full backups, three (3) weekly cumulative backups, and five (5) daily cumulative incremental backups:  
Day 1 – Monthly Full Backup #1;  
Day 2 to Day 7 – Daily Cumulative Incremental Backups;  
Day 8 – Cumulative Backup #2; replaces Daily Cumulative Incremental Day 2 - 7  
Day 9 to Day 14 - Daily Cumulative Incremental Backups;  
Day 15 - Cumulative Backup #3; replaces Daily Cumulative Incremental Day 9 – 14  
Day 16 to Day 21 - Daily Cumulative Incremental Backups;  
Day 22 - Cumulative Backup #4; replaces Daily Cumulative Incremental Day 16 - 21  
Day 23 to Day 28 - Daily Cumulative Incremental Backups;  
Day 29 – Monthly Full Backup; replaces Daily Cumulative Incremental Day 23 – 28  
Day 30 – Vaulting to tape/offsite storage of Day 1 Monthly Full

Based on this retention schedule, six (6) daily, three (3) weekly, and two (2) monthly backups of Client data will be available on-site for restores. The standard backup service includes off-site retention of the monthly Full Backup for twelve (12) months.

**File Systems/Operating Systems Supported:**

Client's file and Operating Systems must be compatible with Veritas/Symantec NetBackup Enterprise Edition software. The following is an example of supported systems. Client is responsible to verify that Client's systems can be supported by Veritas/Symantec NetBackup Enterprise Edition software. For a more detailed listing of Veritas/Symantec supported platforms, please see:

<http://seer.support.veritas.com/docs/263839.htm>

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## **INSIDE WIRING SERVICES**

### **DESCRIPTION OF THE SERVICE**

Inside Wire Service shall mean the time and materials for the installation of wiring and Jacks (as described below) at the Client's premises on the Client's side of the network interface, as described more fully herein. The network interface is placed at the demarcation point which separates the telephone and/or Internet access service(s) from the Inside Wire Service. After the Inside Wire is installed, Client owns the wire, cable, and/or jack provisioned on the Client's side of the network interface. Inside Wiring Services are not part of any telephone or Internet access service.

Inside Wire Service is provided either on a time and materials basis or on a sales quote. Applicable rates are set forth following in Rate Tables 1, 2, and 3 below.

Inside Wire is terminated at the Client's premises on a service interface ("Jack"). The connection between the network interface and the Jack can use existing wiring or an Atlantech technician may place new wiring. The existing wiring must be able to support the transmission requirements of the service purchased in connection with such Inside Wire Service. If the technician is required to install Inside Wire Service and is required to pull the wire, the Client is required to provide a suitable pathway and/or supporting structure (i.e., conduit and pull string) to accomplish the pull.

### **CLIENT INSIDE WIRING RESPONSIBILITIES**

Client is responsible for ensuring that the environment where Inside Wire is to be provisioned meets all municipal electrical and safety codes, as well as the following:

- There are no walls, floors, or ceilings that require special construction or special equipment to route cabling/wire.

- Any required permits are provided by Client at the time of installation of the telephone and/or Internet access service or Inside Wire Service.
- Conduit, pull boxes, and pull strings, when necessary are to be provided by Client and must be in place prior to the installation of the telephone and/or Internet access service or Inside Wire Service.

## **INSIDE WIRING LIMITED WARRANTY**

Atlantech warrants that the Jack and the new wiring provided by Atlantech pursuant to these terms and conditions shall be free from defects in materials and workmanship for a period of sixty (60) days from the date of installation of the Inside Wire Service. Client's sole remedy, and Atlantech's only obligation with respect to this warranty, for any claimed defects in the Inside Wire Service shall be repair or replacement of the Inside Wire at the option of Atlantech. This warranty will not apply in the following circumstances—

- Any wiring that currently exists at the End User Premises and which is used by Atlantech as part of the Inside Wire Services provided hereunder;
- For any standard copper wiring provided that is more than 600 feet of 24 AWG wire length is not warranted;
- Any interruptions, failures, or delays due to power, equipment, services, or systems not provided by Atlantech;
- Interruptions, failures, or delays at any time in which Atlantech or Atlantech's agents are not granted reasonable access to the premises where the Inside Wire Services were originally provided; and
- Any defects or problems arising from the abuse, misuse, tampering, repairs, or other activities (whether negligent, willful, or otherwise) performed by persons other than Atlantech, as determined by Atlantech in its sole discretion.

THE LIMITED WARRANTY AND REMEDY SET FORTH ABOVE CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTY AND REMEDY OF ATLANTECH TO CLIENT IN CONNECTION WITH THE INSIDE WIRE SERVICE PROVIDED HEREUNDER. OTHER THAN THE LIMITED WARRANTY AND REMEDY EXPRESSLY PROVIDED ABOVE, ATLANTECH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE INSIDE WIRE SERVICES (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).

## **INSIDE WIRING LIABILITY AND INDEMNIFICATION**

1. CLIENT SHALL INDEMNIFY AND HOLD ATLANTECH HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, LIABILITIES, DAMAGES, POTENTIAL ACTIONS, CAUSES OF ACTION, SUITS, AGREEMENTS, JUDGMENTS, DECREES AND CONTROVERSIES OF ANY KIND AND NATURE WHATSOEVER, AT LAW, IN EQUITY, OR OTHERWISE, WHETHER KNOWN OR UNKNOWN, WHICH HAVE

ARISEN OR MIGHT ARISE RELATED TO THE INSIDE WIRE SERVICES PROVIDED BY ATLANTECH.

2. IN NO EVENT WILL ATLANTECH BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF GOODWILL ARISING OUT OF ANY MISTAKE, ACCIDENT, ERROR, OMISSION, DELAY, ACTION, OR INACTION OF ATLANTECH OR ANY THIRD PARTY, OR ARISING OUT OF OR RELATING IN ANY MANNER FOR ANY INSIDE WIRE SERVICES PROVIDED BY ATLANTECH, NOTWITHSTANDING THE FORESEEABILITY OF DISCLOSURE THEREOF BY CARRIER OR AN END USER. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ATLANTECH'S ENTIRE LIABILITY FOR ANY INSIDE WIRE SERVICE PROVIDED PURSUANT TO ANY PARTICULAR ORDER SHALL BE LIMITED TO THE TOTAL AMOUNT INVOICED BY ATLANTECH FOR SUCH INSIDE WIRE SERVICES ORDER.

### **INSIDE WIRING SERVICE RATES**

Inside Wire Services are provided in accordance with the rates set forth in the tables below. Atlantech reserves the right to change the rates at any time. Any additional costs that are beyond the scope of the Inside Wire Services, as determined by Atlantech at its sole discretion, shall be the responsibility of the Client, and Client agrees to be responsible for the payment of any such additional costs and expenses.

#### **RATE TABLE 1**

#### **JACKS**

<b>DESCRIPTION</b>	<b>USOC</b>	<b>RATE</b>
2-WIRE JACK (RJ11C)	JJK1C	\$5
2-WIRE JACK (RJ11W)	JJK1W	\$10
2-LINE BRIDGED JACK (RJ14C)	JJK4C	\$5
2-LINE BRIDGED JACK (RJ14W)	JJK4W	\$10
SGL. LINE BRIDGED, WITH LEAD CONTROL (RJ16X)	JJK6X	\$10
SGL LINE BRIDGED - CRITICAL CARE (RJ17C)	JJK7C	\$5
3-LINE BRIDGED JACK (RJ25C)	JJM5C	\$10
SERIES T&R (RJ31X)	JJP1X	\$12
SERIES T&R (RJ32X)	JJP2X	\$10
SERIES TWO LN BRIDGED (RJ37X)	JJP7X	\$12
SERIES T&R W/CONTINUITY CKT. (RJ38X)	JJP8X	\$12
SGL. LINE BRIDGED (RJ41S)	JJS1S	\$10

<b>DESCRIPTION</b>	<b>USOC</b>	<b>RATE</b>
PROGRAMMED SGL. LINE (RJ45S)	JJS5S	\$5
UNIVERSAL ONE OR TWO LN DIGITAL BRIDGED, 8-POSITION (RJ48C)	JJS8C	\$5
DS1 STATUS INTERFACE UNIT JACK (RJ48C)	MSQX1	\$100
UNIVERSAL SGL. LN. DIGITAL, 8-POSITION (RJ48X)	JJS8X	\$85
SERIES SGL. LINE BRIDGED W/ CONTINUITY CKT. (RJ48S)	JJS8S	\$85
Ethernet Repeater	ER1	\$950.00

## **RATE TABLE 2**

### WIRE IN 25 FEET INCREMENTS

<b>DESCRIPTION</b>	<b>USOC</b>	<b>RATE</b>
4-PAIR INSIDE WIRE CAT3	UA7FD	\$7
4-PAIR INSIDE WIRE CAT 3 PLENUM	UA7FB	\$10
6-PAIR INSIDE WIRE CAT3	UA7FE	\$8
6-PAIR INSIDE WIRE CAT3 PLENUM	UA7H5	\$12
4-PAIR INSIDE WIRE CAT5	UA7H3	\$15
4-PAIR INSIDE WIRE CAT5 PLENUM	UA7H4	\$20

## **RATE TABLE 3**

### LABOR/TIME

<b>DESCRIPTION</b>	<b>USOC</b>	<b>RATE</b>
NORMAL TIME FIRST HOUR (BASIC - 9AM-5PM WEEKDAY, NON-HOLIDAY TIME)	HRH1 1	\$195
NORMAL TIME ADDITIONAL 15 MINUTES	HRH1 1	\$22.50
OVERTIME FIRST HOUR (OVERTIME - 8AM-9AM AND 5PM-8PM WEEKDAYS, 10AM-4PM HOLIDAY AND WEEKEND ARRIVAL TIME)	HRH1 1	\$295
OVERTIME ADDITIONAL 15 MINUTES	HRH1 1	\$45
EMERGENCY TIME FIRST HOUR (EMERGENCY - EXPEDITED OR OUTSIDE ABOVE TIME FRAMES)	HRH1 1	\$395
EMERGENCY TIME ADDITIONAL 15 MINUTES	HRH1 1	\$67.50



# ATLANTECH GENERAL SERVICE POLICIES

## BILLING PROCEDURES

Monthly Billing for Services initiates the day the Client's order is installed (the "Billing Start Date"). All subsequent invoices will be generated based on the first of each month. For example, if Client created an account on July 6 and the order is installed on July 20, a first invoice will be generated July 6 covering the installation, CPE and other non-recurring fees. On August 1, an invoice will be issued for monthly recurring fees pro-rated from July 20 until July 31 and for the monthly recurring fees for the month of August. Subsequent invoices will be generated on the 1<sup>st</sup> of each month, covering monthly recurring fees, which are due in advance and any prorated fees or non-recurring fees from the previous month.

The standard method of payment for Services is by Credit Card (Visa, MasterCard, Discover or American Express). However, if the Client's business has been established for three or more years, Client can apply to Atlantech for a net terms account by sending a request to [service@atlantech.net](mailto:service@atlantech.net) for a terms account application. Atlantech will perform a credit assessment and will notify the Client in writing if the terms account is accepted or denied.

Atlantech delivers monthly bills electronically by e-mail and via a secure customer website. If Client requires a printed bill postal mailed each month, Client can select this option by going to the secure customer website and selecting this option. The fee for postal mailed bills is \$5.00 per month which covers the cost of bill preparation, printing and postage.

An account with a multi-line end-user hierarchy ("**parent account**") may select consolidated billing (one invoice for all end-user accounts; sent to the consolidated parent) or individual billing (separate invoices for each end user account; sent to the separate end-user payers). For purposes of definition, a consolidated parent account or a sub-account within an individual parent account hierarchy are treated as a "Client" under the Agreement with the Client.

## BILLING FOR INTERNET SERVICES

All Internet Services are provided and billed to Clients in one of two pricing methods: Flat or Burstable. On a particular Service Order, a Client may order multiple services, some of which may have Burstable billing and some of which may have Flat billing. Each service line item in a Service Order shall specify whether the ordered service has either a Flat or Burstable pricing plan.

### Flat Pricing Plan

The following Terms govern Services with respect to which the Client has requested Full Pricing plans on the applicable Service Order (collectively, "**Flat Pricing Plan**").

Client's pricing under the Flat Pricing Plan shall be all inclusive of the bandwidth used by Client for the particular services ordered.

Burstable Pricing Plan

The following Terms govern Services with respect to which the Client has requested Burstable Pricing plans on the applicable Service Order (collectively, "**Burstable Pricing Plan**").

Client's pricing under the Burstable Pricing Plan (which is set forth on the Service Order) shall be in addition to Client's basic monthly charge and will be calculated separately based on Client's bandwidth usage.

For the Burstable Pricing plan, Client will be charged fees for Client's bandwidth usage in excess of the amount specified on the Service Order as the base (or floor) amount ("**Excess Usage**") using the 95th Percentile Rule of Measurement (as defined below).

Atlantech will measure Client's bandwidth usage for Burstable Pricing ("**Billed Usage**") on a calendar month basis from Client's dedicated port within the Atlantech point of presence location (i.e., the port from which Client's circuit is connected).

The "**95th Percentile Rule of Measurement**" means the following: Atlantech will gather Client's usage statistics throughout each month at 5 minute intervals for inbound and outbound traffic. Atlantech then records the higher of either the inbound or outbound traffic reading at that time as Client's traffic usage. At the end of each month, Atlantech will prepare a list of all such usage statistics for the month, ranking each of the statistics uniquely, from highest to lowest. Atlantech will then disregard the top 5% of the statistics on the list. Atlantech will then use the remaining highest usage as the Billed Usage. This Billed Usage is compared with the base (or floor) bandwidth amount provided in the Service Order to determine if there is any Excess Usage to charge.

Atlantech's measurement methodology, systems, and reports are authoritative, and in the event of a dispute over Client's usage, Atlantech's measurements shall prevail.

Here is an example to explain 95th percentile:

Over a partial billing period of 500 minutes, 100 readings are taken of both incoming and outgoing traffic. For each reading, the highest usage between incoming and outgoing traffic is stored as the reading for that time period. At the end of the billing period, the list of readings are rank ordered from highest to lowest. The top 5% of these readings (5 in this case) are ignored, and the client is billed at the value of the 95th reading.

If the top 10 readings of this set of 100 were:

Rank	Reading
100	605kbps
99	558kbps
98	409Kpbs
97	407Kbps
96	388Kbps

95	305Kbps
94	287Kbps
93	276Kbps
92	245Kbps
91	212Kbps

the client in this example would have a billed usage of 305Kbps which would then be compared to the base (or floor) bandwidth amount provided in the example client's service order to determine if there is any excess usage to charge.

### **SERVICE DISCONNECTION AND SATISFACTION GUARANTEE**

For TeleSurfer, TeleSoho and TeleSpeed and Atlantech Internet Security Services, Clients have twenty (20) calendar days after the Billing Start Date to request a disconnection without an early termination fee. If the disconnection request is received after the first twenty (20) calendar days of service, Atlantech will provide a refund credit equal to all fees billed, with the exception of any fees associated with a Missed Appointment charge, Inside Wiring and/or the Self-Installation Kit or Equipment. If Client disconnects the service within this twenty (20) calendar day 'grace period' following the Billing Start Date, Client may return the TeleSurfer or TeleSoho Installation Kit for a full refund only if all equipment is included, if it is in its original working condition and original packaging and if it is received by Atlantech within twenty (20) days after Client's disconnection request. Client must send written notification to Atlantech Client Service by emailing [service@atlantech.net](mailto:service@atlantech.net) to disconnect the Client Circuit. TeleSurfer and TeleSoho Clients will need to use the return label that was included in their installation kit. Client should give the tracking number on the label to the Client Care Agent so that Atlantech can track the status of the shipment. Upon verification that the shipment reached its destination intact, a credit will be issued to the Client's account. TeleSpeed Client will receive a shipping label in the mail from Atlantech Client Service upon notifying Atlantech that they will be taking advantage of the 20 Day Satisfaction Guarantee. Atlantech will track the status of the shipment and issue a credit to the Client's account upon verification that the shipment arrived intact. Client is responsible for any shipping charges for returned equipment. Standard termination fees will apply after this twenty (20) calendar day period and Client will no longer be able to return their Self Installation Kit or other Equipment for credit. Termination fees will apply for Clients that switch their service to another provider prior to fulfilling their term agreement. For Leased Line and Hosting Services, Clients are not entitled to a grace period and are subject to early termination fees from the Billing Start Date. If a Client has registered a domain and terminates services, domain registration fees will not be refunded as the Client now owns that domain and has the right to transfer it elsewhere. Applicable termination fees shall be the lesser of (a) the fees for the remaining balance of the Client Term or (b) the applicable Termination Fee set forth in the Other Fees for Atlantech Services section of this document.

To disconnect a service, the Client can choose one of two methods: 1) send an email to [service@atlantech.net](mailto:service@atlantech.net) or 2) Fax a notice of cancellation to Atlantech Client Service at 301-589-3936.

Requests for security deposit refunds must be sent by email to:

[service@atlantech.net](mailto:service@atlantech.net). The service(s) related to the security deposit refund request must (i) already be terminated, (ii) all associated hardware returned and (iii) the remaining balance on the account must be zero. Once reviewed and approved by Atlantech, a check will be processed and made out to the company name on the account and mailed to the address we currently have on file. The usual time frame for refund is within 30 days of approval. If Client upgrades to a new service at their current location or moves their service to a new location and a new security deposit is charged and paid for, upon proper request we will refund their current security deposit.

## **CLIENT INITIATED SERVICE CHANGE DUE TO CLIENT MOVE**

All Atlantech Clients who are initiating a change in service due to a move require a Move Order. The process for a Move Order requires a physical move of the Client Circuit from one location to another; therefore the existing line will need to be disconnected and a new order entered for the new location. Upon disconnecting the existing Client Circuit, the Client will be charged the standard Early Termination Fee (noted in the "Other Fees for Atlantech Internet Services" sections below).

Move Orders can be initiated by calling Atlantech Client Service at 301-589-3060, or by sending an email to [service@atlantech.net](mailto:service@atlantech.net).

TeleSurfer and TeleSoho Clients may re-use their existing equipment at their new location provided that equipment is compatible with their new service. Clients need to inform the Atlantech Client Care Representative that they are moving locations and are planning on reusing their existing equipment. If the Client fails to inform the Atlantech Client Care Representative of the Move Order, a new CPE will be shipped and Client will be billed for a new CPE.

TeleSpeed Move Orders will require Professional Installation services at the new location. Standard Professional Installation charges will apply. Client is responsible for all inside wiring charges at the new location.

Clients are advised to allow **at least 30 days** for the service to be installed at the new location. TeleSpeed and Leased Line Clients may re-use their existing equipment at their new location. Clients need to inform the Atlantech Client Service Representative that they are moving locations and are planning on reusing their existing equipment. If the Client fails to inform the Atlantech Client Service Representative the Client will be utilizing their existing CPE on the Move Order, the Atlantech Field Service Technician will install a new CPE and the Client will be billed for a new CPE..

In the event that Client chooses to upgrade or downgrade to a different Internet Service requiring different CPE in connection with the move, Client will need to order a new CPE and will be billed for the new CPE. Standard installation and equipment rebates available at the time of the move (if any) will apply. If Client's requested Internet Service is not available at the new location or Atlantech does not provide any service to the Client's new location, the disconnection will not be considered a move under this section. In such case, the standard Early Termination Fee will apply if applicable.

All Move Orders require the Client to accept a new contract and new term agreement for the new service. Atlantech does not apply the Client's previous contract or term

agreement to the new service. Additionally, Clients will be subject to current Atlantech pricing for their new service. Atlantech does not guarantee that Client will be able to get the same pricing or service in their new location.

## **IP ADDRESS POLICIES AND ASSIGNMENTS**

IP Addresses assigned in conjunction with the Services you order from Atlantech are the sole property of Atlantech, and are temporarily designated for Client's use as part of the Services and are not "portable" as such term may be used by ARIN. Client is granted a conditional revocable license to use the designated IP Addresses in conjunction with the Services so long as Client has not breached the Agreement. In addition, all IP Address space must be used in full compliance with ARIN policies and regulations, which may change from time to time. Atlantech reserves the right to immediately reclaim any IP address designations provided to Client that are not in active use by Client in order for Atlantech to conform to ARIN policies and regulations.

Atlantech reserves the right to change Atlantech provided IP Address assignments by providing Client at least 30 days advanced notice. IP address changes are the sole responsibility of Client. Atlantech shall use reasonable efforts to minimize the inconvenience to Client resulting from such changes.

Atlantech Online will assign IP addresses to each customer location using contiguous, aggregable network subnets. Additional requests to allow for growth may be assigned in either contiguous or non-contiguous blocks, with contiguous blocks being preferred, wherever possible. The maximum amount of non-contiguous blocks of IP addresses cannot total more than 4 subnets or 128 IP addresses. If a customer's network grows beyond the need for 128 IP addresses, the customer will be assigned a single /24 net block and must renumber their existing network into the new net block within 60 days from assignment of the new block. At the end of the 60 day period, the old IP assignments will be removed from our equipment and be put back into the pool of available IP addresses for other customers' use.

Atlantech Online will not grant requests for (i) non-contiguous network assignments and/or (ii) specific IP address subnets.

Client agrees that it will have no right to use IP Addresses assigned by Atlantech to Client for its use of the Services upon the termination of an associated Service or the Agreement and that any change in IP Addresses Client may need to make after termination of this Agreement shall be the sole responsibility of Client.

## **SCHEDULED MAINTENANCE POLICY**

Atlantech performs period maintenance on its telephone and internet network. In some cases, a maintenance window may result in a temporary service interruption to some or all of Atlantech's customers. Notification of network maintenance is posted at <http://noc.atlantech.net> and is also emailed to the Client's primary contact that Atlantech has in its customer database. Additional contacts can be added by Client contacting Atlantech's customer service department or Client's Atlantech sales representative.

See below for a description of the various types of network maintenance windows. Each maintenance description below specifies when notification will be provided prior the start time of the scheduled maintenance. Maintenance notification will include a list of affected service, a description of the maintenance and the duration of the maintenance window. The maintenance window for backbone devices is between midnight and 6:00 a.m., local time zone at the affected sites. The possibility for extended maintenance windows does exist and customers will be notified as such if an extended window is required.

Client acknowledges that Atlantech shall not be held liable for service interruptions that may occur due to maintenance activity as described herein.

#### Maintenance Classifications

Normal Scheduled Maintenance – Normal Scheduled Maintenance is defined as maintenance that will enhance the reliability of the network. This includes, but is not limited to upgrading code, reloading routers and switches and replacing and/or adding new equipment. Notification for this type of maintenance will be provided no less than 48 hours in advance.

Emergency Maintenance – Emergency Maintenance is performed when catastrophic events have occurred on the network. This is limited to maintenance necessary to correct an event that occurred during an unplanned outage. Emergency maintenance therefore could occur at any time in response to such an unplanned outage. Notification for this type of maintenance will be provided on a best effort basis.

## **ACCEPTING NEW CONTRACTS**

Atlantech may from time to time reduce pricing on existing services. Existing Clients have the opportunity to take advantage of the new pricing at the completion of their initial service term by accepting the terms of a new agreement. Unless otherwise stated, there will be an additional one or two year term requirements if the Client accepts the new agreement.

## OTHER FEES FOR ATLANTECH INTERNET SERVICES

### TELESURFER AND TELESOHO INTERNET SERVICES

#### INSTALLATION, REPAIR, AND TERMINATION FEES

Description of Service Provided	Price
TeleSurfer Internet Services Self Installation Kit	\$99.00
TeleSoho Internet Services Self Installation Kit	\$149.00
Professional Installation for TeleSurfer Internet Services	\$99.00
Professional Installation for TeleSoho Internet Services	\$175.00
Field Service Technician Dispatch Charge for TeleSurfer Internet Services	\$99.00
Field Service Technician Dispatch Charge for TeleSoho Internet Services	\$175.00
Missed Appointment Charge	\$99.00
Early Termination Fee for TeleSurfer and TeleSoho Internet Services – After completion of service installation option by Atlantech and prior to completion of Client term.	Lesser of remaining contract value or \$250.00

#### TELESOHO IP ADDRESS FEES

IP Address Block	Usable	Set-Up Charge	Monthly Charge
256 with NAT	253 (NAT allows private IP address space behind the router)	Complimentary default	Complimentary default
1	1	\$0	\$10

### TELESPEED, LEASED LINE INTERNET AND TELEPHONE SERVICES

#### CLIENT PREMISES EQUIPMENT FEES

Client Premise Equipment	Applicable Service(s)	Price
Netopia R4652-T IDSL/SDSL Router	TeleSpeed 144, 384, 768, 1.5	\$359.00
Cisco 1721 with WIC-1DSU-T1	T1	\$1,795.00
Atlantech Managed Router Service	T1	\$99.00 per month

IP ADDRESS FEES

<b>IP Address Block</b>	<b>Usable</b>	<b>Set-Up Charge</b>	<b>Monthly Charge</b>
256 with NAT	253 private IP Addresses behind the router	Complimentary default	Complimentary default
8	5*	No Charge  (Requires IP Justification Form for 32 or more IP Address Block Assignment)	Complimentary (By request only )
16**	13*		Complimentary (By request only )
32**	29*		\$35.00
64**	61*		\$65.00
128**	125*		\$125.00
256**	253*		\$250.00

\* For these configurations, Atlantech uses two (2) static IP addresses to provide the service and assigns one (1) static IP address to the router. A total of three (3) static IP addresses will be unavailable to the Client. NAT is not available for these configurations.

\*\* For configurations with 16, 32, 64, 128, or 256 IP addresses, the Client must complete ARIN information forms, to justify the need for the large blocks of IP addresses. Atlantech does not guarantee approval of all IP address requests.

INSTALLATION, REPAIR, CANCELLATION, TERMINATION AND RECONNECTION FEES

<b>Description of Service Provided</b>	<b>Price</b>
TeleSpeed Setup and Installation Charge	\$225.00
T1 Setup and Installation Charge	\$599.00
DS3, OC3 and Ethernet Setup and Installation Charge	\$2,500.00
Telespeed or Leased Line Order Modification or Termination prior to installation (fee based on charges from applicable ILEC or CLEC)	Up to \$1,500.00
Inside Wiring Charge - First Hour minimum plus materials charge Additional 15 minute increments after initial hour	\$115.00 \$22.50
Field Technician Dispatch Charge (Normal Hours) - First hour minimum charge for dispatch during normal business hours plus materials charge Additional 15 minute increments after initial hour	\$115.00 \$22.50
Field Technician Dispatch Charge (7AM-9AM, 4PM-8PM or 10AM-4PM Weekend arrival time) - First hour minimum charge for dispatch after normal business hours plus materials charge Additional 15 minute increments after initial hour	\$230.00 \$45.00
Early Termination Charge	Remaining contract value
Missed Appointment Charge	\$99.00
Reinstatement Fee for Service that has been suspended for which service has a Monthly Recurring Charge of \$25.00 or less (fee is per service reinstated)	\$25.00



Reinstatement Fee for Service that has been suspended for which service has a Monthly Recurring Charge of more than \$25.00 (fee is per service reinstated)	\$50.00
Reinstatement Fee for circuit local loop that has been suspended (fee is per service reinstated). Fee amount is subject to charges from local loop carrier.	\$75 Minimum
Special Construction Fees	See Below

### SPECIAL CONSTRUCTION FEES

For Leased Line Internet Services, Special Construction Fees may apply for any additional non-standard work at the Central Office facility or Client's premises necessary to deliver the service. Details of the special construction work along with the associated fees will be communicated to the Client via email prior to any work beginning. Any Special Construction Fees incurred by Atlantech will be charged to the Client along with any other applicable one-time installation or equipment fees. If the Client cancels a Leased Line Internet Services order after approving Special Construction Fees, the Client will be responsible for any charges incurred by Atlantech as a result of that Special Construction plus any additional applicable termination fees.

In the event that the ILEC notifies Atlantech that an order requires special construction, the following procedures will be followed:

Step 1: Atlantech will update the order work log, suspend further processing, and send the Client the following email: "We have received notice from [(the local phone company)] that delivery of Leased Line facilities to this location requires payment of special construction charges in the amount of \$xx.xx. (the local phone company) has advised the construction will take # days. Please email [service@atlantech.net](mailto:service@atlantech.net) with your consent to pay these charges within 20 calendar days."

Step 2: To agree to pay constructions charges and request Atlantech to proceed with the order, send Atlantech Client Service the following email within 20 calendar days: "[Insert Client Name] agrees to pay the local phone company construction charges of \$xx.xx for [Atlantech circuit number/ installation order number]. Please proceed with the order. (Insert Client Name, Title) No verbal confirmations of Client approvals will be accepted. If Atlantech receives no approval from Client in 20 days the order will be rejected.

Step 3: Once Atlantech receives written authorization, Atlantech will note the work log to confirm that we have received and processed your request. Within 5-8 days thereof, Atlantech will post in the work log and notify Client of the T1 delivery date.

Step 4: Atlantech will confirm that the construction is complete and work log will be updated. Standard order processing will resume. Billing: charges approved prior to the 15th day of the month will appear on the next monthly invoice. Charges approved after the 15th day of the month will appear on the invoice the following month. Special Construction Charges will appear as a debit adjustment. Once granted, approval for Special Construction Charges cannot be rescinded. Charges will be applied to the Client's invoice even if the Client later cancels the installation order.

DIAL-UP INTERNET SERVICE FEES

<b>Service</b>	<b>Usage per Billing Cycle</b>	<b>Charge</b>
Overage Usage	More than 300 hours in one month for stand-alone Dial service.	\$1.50/hour or any portion thereof
800 Service	Any amount of time above zero minutes	\$4.50/hour or any portion thereof

ATLANTECH INTERNET SECURITY SERVICE FEES

<b>Description of Service Provided</b>		<b>Charge</b>
Atlantech Security device (10 users) non-recurring charge		\$199.00
Atlantech Internet Security Service monthly recurring charge		\$99.00
Termination Charge per Site - Post Self Installation Kit has been shipped but prior to 12-month term.		\$600.00
Returned Security Hardware charge – Failure to return security device within thirty (30) days of Termination. Charge based on age of security device from service start date.	0-3 months	\$1,100
	4-6 months	\$950
	7-9 months	\$800
	10-12 months	\$650
	13-15 months	\$500
	16-18 months	\$350
	19-21 months	\$200
	22-24 months	\$50
	25+ months	\$0

If Client chooses not to return the Security Hardware the above charges will apply. All equipment should be returned in the original working condition and original packaging within thirty (30) days after Client's disconnection request. Failure to return the equipment in the original packaging, in working condition within the thirty-day period will result in a charge for the equipment as set forth in the above table based on the age of the Security Hardware device from service start date. Client must call Atlantech Client Care to receive a Return Materials Authorization ("**RMA**") number and include the RMA number with the package. Client is responsible for any shipping charges for returned equipment. Atlantech will not accept equipment without RMA identification and will charge the Client for the equipment based on the above table if the equipment is returned without RMA identification.

# GLOSSARY

## Agreement

- The executed agreement between Atlantech Online, Inc. and the Client regarding Services purchased from Atlantech by Client.

## Backbone

- A major transmission path used for high volume network to network connections.
- In Atlantech's network, the backbone network consolidates data traffic from the individual DSL lines into a backbone network for delivery to the Internet and/or other regions.

## Bandwidth

- The amount of data that can flow through a given communications channel in a specified period time, usually seconds.

## Bridge

- A device that connects two networks as a seamless single network using the same networking protocol.
- Bridges operate at the hardware layer and do not include IP routing functionality. They simply forward packets without analyzing and re-routing messages.

## CO or Central Office

- A telephone company facility within which all local telephone lines terminate and which contains equipment required to switch Client telecommunications traffic.

## Commercially Reasonable Effort

- A service that does not carry a QoS (Quality of Service) or a SLA (Service Level Agreement), often times with no minimum throughput guarantees.
- Atlantech's ADSL Internet Services (TeleSurfer and TeleSoho Internet Services) are considered "*commercially reasonable efforts*"

## CPE or Client Premises Equipment

- Any equipment located at a Client's premises. Modems, bridges and routers are considered CPE.

- Atlantech provides Netopia CPE for TeleSpeed Internet Service, and ZyXel CPE for TeleSoho Internet Service. For TeleSurfer Internet Services, Atlantech provides an Ethernet modem in the Self Installation Kit (no brand specified).

#### CSU/DSU or Channel Service Unit/Digital Service Unit

- A common type of CPE for T1 services, the CSU/DSU terminates the physical connection and provides physical protection and diagnostic and monitoring features.

#### Demarc or Demarcation Point

- The point at the Client premises where the line from the telephone company meets the premises wiring.

#### DHCP or Dynamic Host Configuration Protocol

- A protocol that allows end user workstation information including IP addresses to be dynamically assigned by a server on an as-needed basis.
- DHCP server functionality is built into most DSL routers.

#### DNS or Domain Name System

- The name resolution service for IP addresses that provides the friendlier text-based addresses for Internet resources. Example: 192.168.1.1 = www.yourwebpage.com.

#### DSLAM or Digital Subscriber Line Access Multiplexer

- The device typically deployed at the CO that terminates all the DSL lines serviced by the CO.
- Atlantech places it's own DSLAMs in leased space in a LEC's CO.

#### Dynamic IP

- An IP address is assigned to the client for the current session or some other specified amount of time.

#### Encryption

- Scrambles data in flight so the data is of no use if intercepted. It is the conversion of data into a form, called a ciphertext, which cannot be easily understood by unauthorized people. In order to recover the contents of an encrypted signal, the correct decryption key is required.
- Common forms of encryption include DES and 3DES. Atlantech's Internet Security Service uses 3DES.

## Ethernet

- A LAN technology that uses CSMA/CD delivery that can run over different media (cabling).
- Most of today's Ethernet LANs use twisted pair Cat5e wiring that can support both standard Ethernet at 10Mbps and Fast Ethernet at 100Mbps

## Firewall

- A device or software that filters the traffic exchanged between networks, enforcing each network's access control policy.

## FOC or Firm Order Commitment

- A FOC is provided by the LEC and references the date that the LEC will perform the necessary work for Atlantech to establish a Client's Internet service.

## ILEC or Incumbent Local Exchange Carrier

- Also known as the telephone company, telco, LEC, RBOC, etc.

## Inside Wiring

- Refers to wiring on the Client side of the demarcation point.
- Clients are responsible for maintaining and extending inside wiring as needed to deliver Atlantech Internet Services.

## IP Address or Internet Protocol Address

- A dotted decimal notation used to represent IP addresses. Example: 192.168.1.1

## IPSec or Internet Protocol Security

- A developing standard for security at the network or packet processing layer. IPSec doesn't require changes to individual computers and is extensible, so new encryption standards can be swapped in as they become available.
- Provides 2 functions: authentication and encryption; and uses 3 components: AH, ESP and IKE. (AH -- Authentication Header, verifies authenticity of each packet. ESP -- Encapsulating Security Payload, encrypts the entire packet, and places it in a larger packet. IKE -- Internet Key Exchange, is the set of procedures that IPSec devices use to transfer security keys.)

## Line sharing

- Line Sharing is a method of DSL line delivery that involves using an existing telephone line into the Client's premises by electronically multiplexing the voice and data signals on the same physical wire.

- Line sharing separates the low voice frequencies and the higher data frequencies running across the same line

#### Local Loop

- A generic term for the connection between the Client's premises and the telephone company's serving wire center.

#### NAT or Network Address Translation

- An Internet standard that allows a Client's local network to use private IP addresses, which are not advertised to other users on the Internet. The IP address used for the router is the only IP address visible to the public Internet.
- Atlantech offers NAT with certain configurations of TeleSoho, TeleSpeed and TeleXtend Internet Services.

#### NIC or Network Interface Card

- The hardware that forms the interface between the computer (or other network device) and not only the data communications network for the LAN but also the IP connection through the DSL bridge or router.

#### NID or Network Interface Device

- A phone company installed device that connects a Client's inside wiring to the telephone network. It is typically a small box installed on the exterior premises, basement or garage.

#### NID Splitter

- A device that a Atlantech technician installs at the Clients NID for line sharing orders. The splitter separates the voice traffic from the data traffic on the Client's existing phone line.

#### PPPoE or Point-to-Point Protocol over Ethernet

- Atlantech uses PPPoE software to establish an Internet connection for certain Internet services.
- For TeleSurfer Link, TeleSurfer, and TeleSurfer Plus Internet Services, PPPoE software is required on the Client's PC.

#### RJ-11

- A standard modular connector (jack or plug) that supports two pairs of wires (4 wires). Commonly used for most PSTN CPE such as a telephone, fax machine, modem

#### RJ-45

- A standard modular connector that can support up to four pairs of wires (eight wires).
- Commonly used with Category 5 ("Cat 5") cabling to create 10Base-T or 100Base-T networks.

#### Router

- A router is a device that connects two networks. Routers are similar to bridges, but provide additional functionality, such as the ability to filter messages and forward them to different places based on various criteria.
- The Internet uses routers extensively to forward packets from one host to another.

#### Static IP

- An assigned IP address used to connect to a TCP/IP network.
- The IP address stays assigned to the specific host or network device, so the same address can always be used to reach that device.

# EXHIBIT A

## Collocation Policies

The following are Policies of Atlantech Online, Inc., for operation of its facilities. These Policies are adopted for the security and safety of all Clients. Atlantech will abide by these Policies, and Clients are required to abide by these Policies. Atlantech may make reasonable changes and additions to these Policies and will give Clients reasonable prior notice of any changes or additions. All capitalized terms are defined in the "Definitions" section at the end of these Policies.

### **Atlantech Responsibilities:**

The Facility will be open for Client access twenty-four (24) hours a day, seven (7) days a week, except in the event of an emergency. Atlantech will provide advance notice to Clients of any scheduled maintenance that may interfere with Client's access to or use of the Client's Space or the Facility.

Unless adequate storage space is unavailable, Atlantech will temporarily store in a safe place any loose items found inside or outside of a Client's space. Atlantech will notify the Client that it has seven (7) days to retrieve such items or they will become the property of Atlantech or be discarded.

Atlantech will make any Interconnection requested by one Client and approved by the Client to whom the Interconnection is requested. The Client making the request will be charged for the Interconnection at Atlantech's then-current applicable rates.

The Facility will be in substantial compliance with all applicable laws.

Atlantech will provide contact information for Client to use at any time in the event of an emergency or otherwise as needed by Client.

Atlantech will restrict unauthorized access to the Facility and to the Client's Space.

Atlantech agrees to provide, at Client's expense, up to 40 Amps of 120V AC power per full rack or cabinet.

Atlantech shall maintain the following security and service standards within the Facility: entry into the Facility shall be limited by individually locking doors and security access, maintenance of early warning fire detection system, redundant HVAC and temperature maintained at 70 degrees +/- 10 degrees, back-up power sources for at least 8 hours, security alarm systems and other reasonable measures designed to protect the security of each Client's Equipment.

### **Client Responsibilities:**

Prior to use of the Space, each Client shall have Atlantech install (at a cost to Client based upon Atlantech's then-current charges for installation) appropriate POD Equipment (as reasonably determined by Atlantech) in order to properly demarcate



that Client's Equipment.

All Ports and POD Equipment will be labeled with appropriate information as required by Atlantech, including circuit identification and other information needed to clearly identify each Port. Atlantech shall be solely responsible for affixing and maintaining such labels.

Client may install cables, connections, and other wiring between items of Client's Equipment within the Space. Atlantech shall not in any way be responsible for connections between items of Client's Equipment, including between Client's POD Equipment and Client's other Equipment, or for labeling Ports other than those connecting Client's Equipment to equipment belonging to others.

The Atlantech Power Distribution System will be installed, repaired and altered only by Atlantech. No Client may "daisy-chain" or connect or add power strips or other power distribution items to the Atlantech Power Distribution System. Client will not plug power tools into outlets in racks or cages as equipment damage may result as these outlets are UPS-fed and are not designed to handle these types of tools (Atlantech maintains non-UPS-fed power outlets for clients use – please see an Atlantech staff member for assistance). Client will refrain from utilizing any power receptacle that is not designated by Atlantech for Client's use.

Atlantech permits customer-provided AC power strips provided they conform to local building and fire codes, as well as to Atlantech standards (i.e. are UL-listed and approved and are rack mountable). As a poorly engineered/manufactured power strip could affect other customers or even the Facility in general, Atlantech reserves the right to disapprove any Client provided power strip it deems unsafe.

Atlantech does not allow the use of Client-supplied UPS systems fed from The Atlantech Power Distribution System. Reliable power is supplied by the Facility's three phase systems, and Client-supplied single-phase systems are more likely to fail than the Facility's UPS supplying AC power to Atlantech customers. Furthermore, the sealed batteries inside Client-supplied UPS equipment represent a potential fire hazard that could jeopardize Client's equipment and that of other customers in the Facility. Client agrees to not install any UPS in the Facility.

To maximize the efficiency of Atlantech's cooling systems, Atlantech has designated "Hot" (equipment exhaust) and "Cold" (equipment air intake) aisles in both rack and cabinet areas. Client agrees to comply with directions of Atlantech to install and maintain Client's equipment facing in the direction that will conform to the Hot and Cold aisle structure. Client agrees that all of Client's equipment shall not exceed the maximum BTUs per hour based on the following quantities: for a full rack or cabinet, maximum BTUs per hour shall not be greater than 8,000; and for a half rack or half cabinet, BTUs per hour shall not be greater than 4,000.

Each Client shall keep all of its cables and wiring cleanly wrapped and tied together.

All Equipment will be securely fixed onto a cabinet or rack in a manner reasonably satisfactory to Atlantech. Any Equipment that is too large or heavy for a rack or cabinet (including but not limited to large servers) shall be securely fixed directly to the floor by Atlantech at a cost to the Client based upon Atlantech's then-current charges. No Client may stack or rest any Equipment on any other Equipment.

A Client may request that Atlantech install the Client's Equipment. Atlantech, at its discretion, may agree to perform such installation but the Client must enter into a

separate agreement with Atlantech to perform this work.

Each Client will maintain its Space in an orderly and clean manner and in good repair and condition (reasonable wear and tear only excepted). No Client may leave litter, cartons, packaging or other unnecessary items overnight in or around its Space. All Clients shall deposit litter in designated trash receptacles or at appropriate locations inside the Facility designated for bulk trash.

Clients will use the restrooms, the work area, and any other common spaces in the Facility in accordance with any rules or signs posted by Atlantech in or near such areas.

All Clients will behave in a courteous and professional manner within the Facility.

No Client may touch, access, tamper, or interfere with another Client's Space, Equipment or property. No Client may make an Interconnection.

No Client may alter, tamper with, adjust or repair the Facility, the Space or any equipment or property of Atlantech.

No Client may eat, drink or use tobacco products within the Facility except within areas designated by Atlantech. Clients are prohibited from bringing any of the following materials into the Facility: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders and similar equipment and materials.

Each Client will comply with all security procedures relating to the Facility, including but not limited to all Atlantech website security procedures. Atlantech will notify Clients of changes in or additions to security procedures by appropriate means, which may include posting at the Facility or on the Atlantech website. No Client may attempt to gain fraudulent access to the Facility or the Atlantech website.

Each Client in its use of the Facility shall substantially comply with all applicable laws. All Equipment will be installed, operated, maintained and repaired substantially in compliance with applicable laws.

**Client Connections and System Requirements:**

Atlantech strongly encourages each Client to have its own remote reboot equipment for each piece of Equipment.

Each Client will be responsible for obtaining, if any, telecommunications services from the carrier of its choice. Atlantech will not be responsible for providing or installing such services except through Interconnections.

**General Requirements:**

Each Client will designate one or more person(s) whom Atlantech may contact at any time in the event of an emergency or otherwise as needed by Atlantech. Client will provide to Atlantech a means of contacting such person(s) at any and all times. Atlantech prefers, but does not require, that such contact method be the telephone number of a twenty-four (24) hour operations center staffed by persons familiar with the Client's use of the Space and the Equipment located within the Space.

All Clients are strongly encouraged (but not required, except as herein set forth) to give twenty-four (24) hours prior notice to Atlantech (through the contact provided

by Atlantech) prior to visiting the Facility. All tours of the Facility must be arranged at least one business day in advance.

Upon Client's entry into the Facility, Atlantech may (at its discretion) accompany Client inside the Facility, and Atlantech may (at its discretion) remain with Client for the entire time that Client is in the Facility. However, Client will have privacy when Client is in Client's Space, and Atlantech will maintain sufficient distance from Client at such times that Atlantech will not have access to Client's confidential information or activities. Client shall not use any products, tools, materials, or methods that, in Atlantech's reasonable judgment, might harm, and danger, or interfere with the Services, the Facility, or the personnel or property of Atlantech, its vendors or its other clients. Atlantech reserves the right to take reasonable action to prevent such potential harm.

All Clients will observe the IDC shipping policies as outlined below.

Atlantech will not identify the location of any Client's Equipment in the Facility. Should Client desire to identify its Equipment or Space, the means of identification will be subject to Atlantech's prior approval before Client uses such means of identification.

Atlantech may access any Client's Space (i) as needed during an emergency; and (ii) as needed to perform those services necessary for the use of the Facility by all Clients. Atlantech will not touch, maintain, use, upgrade, repair or operate Client's Equipment, except in an emergency or unless authorized by Client's use of the "Smart Hands" service.

Each Client will provide Atlantech with a list (provided in writing) of Authorized Persons who may enter Client's Space. Except where specifically designated otherwise by Client, each Authorized Person will have the right to authorize entry by any other person who is accompanied by such Authorized Person. Client will provide Atlantech with written notification of any changes to such list at least one (1) full business day in advance of the effectiveness of such change. Atlantech will refuse entry to any person who is not named on such list, unless an Authorized Person as provided above accompanies such person. Client agrees that no individual it authorizes to enter the Facility will have been convicted of a felony. Client assumes responsibility for all acts or omissions of the individuals included on the list or authorized by Client to enter the Facility, and agrees to indemnify and hold Atlantech harmless from any claim arising from the acts or omissions of these individuals. Atlantech may revoke the entry privileges of any person who fails to comply with this Agreement, who is disorderly, or whom Atlantech reasonably suspects will violate this Agreement.

Atlantech may, at its discretion, require each Authorized Person to have a full-face photograph taken at the Facility for purposes of secure identification.

Every person who accesses the Facility must use the then in use secure access means to enter and exit the Center.

### **IDC Shipping Policies:**

1. Each Client is responsible for, among other things, (i) scheduling with a shipper all shipments for Client from and to the IDC; (ii) paying all fees associated with the shipments, including all shipping, retrieval and related fees charged by the shipper; (iii) completing all necessary paperwork for the shipments; and (iv) notifying the shipper that all shipments will be shipped to, or retrieved from, the shipping/receiving areas designated by Atlantech for each IDC.
2. Each Client is also responsible for notifying its shippers of all shipping rules for any multi-tenant buildings in which a particular ID is located. If an IDC is located in a multi-tenant building, shippers are responsible for conforming to all shipping rules of that building. Atlantech will provide a Client, upon request, with the specific shipping rules for each multi-tenant building in which an IDC is located.
3. Each Client that wishes to ship items from or to an IDC will schedule the shipment with Atlantech by opening a support ticket either through the Atlantech's web interface or by sending an email to [support@atlantech.net](mailto:support@atlantech.net) at least one business day in advance. Atlantech reserves the right to reject any shipments to an IDC that (i) are not delivered at the time scheduled and/or (ii) delivered to the IDC in damaged packaging.
4. Each Client will ensure that all shipments (including the boxes) are (i) clearly labeled with the company name and the Atlantech Online Customer ID assigned to the Client. Client must update the shipment support ticket with the tracking number of the shipment(s) once obtained from the shipper. Unidentified packages will not be accepted.
5. Emergency shipments to an IDC must be scheduled directly by calling Atlantech's Technical Support team. If such advance notification is provided, Atlantech will make reasonable efforts to accommodate after-hours emergency deliveries.
6. Each Client will ensure that all shipments for Client to or from an IDC will be made during the business day (Monday – Friday), from 8:00 a.m. until 5:00 p.m. local time.
7. Atlantech reserves the right to visually and/or physically inspect any and all shipments to or from the IDC. Shipments containing liquids, combustibles and any Hazardous Materials are prohibited, and, to the extent Atlantech is so aware of the contents of such shipments, will not be accepted at any time.
8. At the time of Atlantech's inspection of any shipments to or from the IDC, Atlantech may record serial numbers for equipment of a Client. Accordingly, when packing equipment for shipping, each Client should be aware that Atlantech personnel will need access to the serial numbers on the equipment being shipped, and should seal boxes after serial numbers are recorded.
9. Clients are requested to contact the Atlantech technical support team, to extend or cancel the shipment receipt date if the shipment does not arrive at the scheduled time.
10. Clients are responsible for moving their shipments from the shipping/receiving area (or secure storage area where they are placed by Atlantech at Client's expense

under the Smart Hands service if the shipment is not removed by Client immediately upon its arrival) to their space in the IDC and from their space to the shipping/receiving area. If a Client wishes for Atlantech to perform such functions as well as packing or unpacking the shipments and disposing of packing materials, the Client may do so by using the Smart Hands service.

11. Except where Atlantech removes the packing materials as a part of a Client's Smart Hands order, each Client is required to take all packing materials to the shipping/receiving area or other designated area for disposal immediately after completing installation. Cardboard and packing materials are not to be stored in the IDC. Note that all cardboard boxes must be flattened or Atlantech will charge a Smart Hands fee to do so.

12. Client will remove the shipments from the shipping/receiving area (or secure storage area where they are placed by Atlantech) within seven (7) days after notification of arrival (Atlantech's technical support team will contact Client by email and/or phone within twelve (12) hours after arrival, and either email or phone communication by Atlantech to the Client will constitute notification for all purposes under this section of the policies notwithstanding anything in the Client's Master Service Agreement to the contrary). Moving equipment will be available to assist Client, if necessary (dolly's, hand trucks, etc.), if Client schedules the use of such moving equipment with Atlantech at the shipping/receiving area.

13. If a Client has not retrieved its shipment from a secured area five (5) days after the shipment has arrived, Atlantech will notify Client that if the shipment is not retrieved before the seven (7) days has elapsed (starting with the notification of arrival), Atlantech will assess a storage fee of \$25.00 per box per day until the shipment is retrieved by Client.

14. Atlantech reserves the right to return the shipment to the "shipped from" address at Client's expense under the Smart Hands service at any time.

15. Atlantech is not responsible or liable for any missing or damage to any Client's equipment which may occur during the storage, packaging and/or shipment of such equipment.

16. The shipping policies are subject to change by Atlantech without notice, and such changes are effective immediately.

**Definitions:** For the purposes of these Collocation Policies only, the following terms shall have the respective meanings stated below:

**"Authorized Person"** shall mean each person associated with a Client who is authorized to enter the Space and who is included on the list of Authorized Persons given to Atlantech by that Client.

**"Client"** shall mean any party which is party to a Master Services Agreement with Atlantech, and, where applicable, its employees, contractors, subcontractors, agents, invitees and guests.

**"Atlantech"** shall mean Atlantech Online, Inc. and, where applicable, its employees, contractors, subcontractors, agents, invitees and guests.

**“Atlantech Power Distribution System”** shall mean any and all individual power receptacles and power strips and electrical, utility, or power distribution systems and items that are installed by Atlantech.

**“Equipment”** shall mean all network and/or computer equipment (including wiring and interconnections between such equipment) that a Client locates in the Facility. For the purposes of these Policies, Equipment shall include POD Equipment as defined below.

**“Facility”** shall mean an Atlantech collocation center in which a Client uses Space, including all related areas that may be used by Clients, such as parking areas.

**“Interconnection”** shall mean, in these Policies only, a connection from any Client’s Equipment to any other equipment, utility, item, or service outside that Client’s Space.

**“POD Equipment”** shall mean (1) patch panels, DSX panels for category 5 twisted pair, co-axial, single and multi-mode fiber, or (2) other appropriate (as reasonably determined by Atlantech) point of demarcation equipment. Atlantech provides at no charge to client one RJ-45 Ethernet jacks in each Space.

**“Policies”** shall mean these policies of Atlantech for operation of its Facilities.

**“Ports”** shall mean all wiring, connections, circuitry and utility ports at the POD Equipment.

**“Space”** shall mean that certain area or cabinet or rack space at a Facility that a Client has the right to use.