

# Atlantech Online Services Policies Guide

## Table of Contents

INTRODUCTION .....	4
INTERNET ACCESS SERVICES .....	4
LEASED LINE INTERNET SERVICES .....	4
IP ADDRESS PROVISIONING FOR LEASED LINE INTERNET SERVICES .....	4
INSTALLATION FOR LEASED LINE INTERNET SERVICES .....	5
SERVICE LEVEL AGREEMENT FOR LEASED LINE INTERNET SERVICES .....	5
DEFINITIONS .....	5
SERVICE LEVELS AND REMEDIES .....	8
CLAIMS AND CREDIT AVAILABILITY .....	10
GENERAL INTERNET ACCESS SERVICES POLICIES.....	11
STANDARD INSIDE WIRING POLICIES FOR LEASED LINE SERVICES .....	12
ADDITIONAL INSIDE WIRING POLICIES .....	12
CLIENT PREMISES EQUIPMENT LIMITED WARRANTY .....	12
TELEPHONE SERVICES.....	13
Atlantech Online Telephone Service – Basic Telephone Service .....	13
Atlantech Online Telephone Service - Voice Pack .....	13
Rates and Charges.....	14
Termination by Client With Liability .....	14
Termination by Atlantech.....	14
HOSTED VOICE .....	16
SMS – Simple Message Service.....	18
CloudFax .....	20
Description of Services .....	20
Use of Service.....	20
Telephone Service Terms and Conditions .....	22
General.....	22
CREDIT ALLOWANCES FOR INTERRUPTIONS .....	27
WHEN CREDIT ALLOWANCES APPLY .....	27
WHEN CREDIT ALLOWANCES DO NOT APPLY.....	28
Temporary Surrender of a Service.....	28
Long Distance Toll Fraud.....	29
Preventing Toll Fraud.....	29
Fraud, Abuse, and Misuse of Telephone Services .....	30
Toll-Free Number Limit .....	31
Automatic Number Identification/Charge Number Service .....	31
Compliance with Telephone Disclosure and Dispute Resolution Act (TDDRA).....	32

Access Arbitrage.....	32
Atlantech Toll Free Service.....	33
Application of Charges .....	33
Terms and Conditions.....	33
Service Level Agreements .....	34
HOSTING SERVICES .....	36
Hosting Services Overview.....	36
Dedicated Hosting Services.....	37
Atlantech Dedicated Server Deliverables List: .....	38
Managed Hosting Services.....	38
Atlantech Managed Server Deliverables List: .....	39
SERVICE LEVEL AGREEMENT FOR DEDICATED AND MANAGED HOSTING SERVICES .....	40
DEFINITIONS .....	40
SERVICE LEVELS AND REMEDIES .....	42
CLAIMS AND CREDIT AVAILABILITY .....	43
Collocation Services .....	45
Collocation License Terms .....	45
Equipment.....	46
Racks and Cabinets .....	46
Cross Connects.....	46
Power .....	47
Power Limitations.....	47
Insurance.....	47
Additional Services including the "Smart Hands" Service.....	50
SERVICE LEVEL AGREEMENT FOR COLLOCATION SERVICES .....	51
DEFINITIONS .....	51
SERVICE LEVELS AND REMEDIES .....	52
CLAIMS AND CREDIT AVAILABILITY .....	54
ENHANCED SERVICES.....	55
DISTRIBUTED DENIAL OF SERVICE PROTECTION.....	55
INTERNET SECURITY SERVICES .....	59
ATLANTECH INTERNET SECURITY SERVICES DESCRIPTION .....	59
FIREWALL CONFIGURATIONS .....	61
INTERNET SECURITY SERVICES PROVISIONING.....	61
INTERNET SECURITY SERVICES SERVICE LEVEL AGREEMENT .....	61
Email Services .....	62
Email Gateway Service .....	63
Backup & Data Storage Services .....	64
Disk2Disk Backup.....	64
INSIDE WIRING SERVICES .....	65
DESCRIPTION OF THE SERVICE.....	65
CLIENT INSIDE WIRING RESPONSIBILITIES.....	65
INSIDE WIRING LIMITED WARRANTY .....	66

INSIDE WIRING LIABILITY AND INDEMNIFICATION .....	66
INSIDE WIRING SERVICE RATES .....	67
ATLANTECH GENERAL SERVICE POLICIES .....	70
BILLING PROCEDURES.....	70
BILLING FOR INTERNET SERVICES .....	70
Flat Pricing Plan .....	70
Burstable Pricing Plan.....	71
SERVICE DISCONNECTION AND SATISFACTION GUARANTEE .....	72
CLIENT INITIATED SERVICE CHANGE DUE TO CLIENT MOVE .....	72
IP ADRESS POLICIES AND ASSIGNMENTS .....	73
SCHEDULED MAINTENANCE POLICY .....	74
Maintenance Classifications.....	74
ACCEPTING NEW CONTRACTS.....	74
RENTAL PROGRAM TERMS & CONDIDITIONS .....	76
OTHER FEES FOR ATLANTECH INTERNET SERVICES .....	78
LEASED LINE INTERNET AND TELEPHONE SERVICES.....	78
INSTALLATION, REPAIR, CANCELLATION, TERMINATION AND RECONNECTION FEES .....	79
ATLANTECH INTERNET SECURITY SERVICE FEES .....	80
GLOSSARY.....	81
EXHIBIT A.....	86
Collocation Policies .....	86

# 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

### LEASED LINE INTERNET SERVICES

#### 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.

Service Name	Maximum Throughput Downstream	Maximum Throughput Upstream
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 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 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.

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 LEASED LINE INTERNET SERVICES

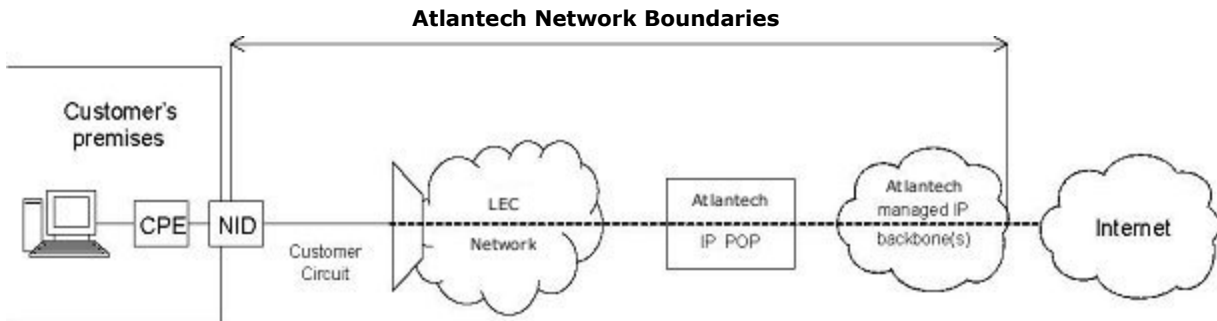
The Atlantech Service Level Agreement (“**SLA**”) is applicable only to Leased Line Internet Services and applies only to the Atlantech Network and Leased Line Client Circuits. The SLA does not apply to any other services, including but not limited to, ISP services (including but not limited to DNS, email, and web hosting). The SLA is applicable only to 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 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- [(aggregate Time to Restore Service for all Service Outages experienced by Client Circuit in a calendar month) / (total minutes in same month)]\*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
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 Leased Line Client Circuit is:

Service	Monthly Service Availability Target
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 Leased Line 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 Leased Line Client Circuit is:



Service	Time to Restore Service Target
Leased Line Client Circuit	4 hours

If Atlantech does not meet the Time to Restore Service Target for a Service Outage on a 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 Leased Line Client Circuits is:

Service	Average Network Delay Target
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 Leased Line Client Circuits are:

Network	Average Delivery Target
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 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's name for the 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.

## **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 Leased Line Internet Services.*

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).

#### STANDARD INSIDE WIRING POLICIES FOR LEASED LINE SERVICES

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.

#### 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. 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.

#### CLIENT PREMISES EQUIPMENT LIMITED WARRANTY

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.

## HOSTED VOICE

Atlantech Online's Hosted Voice service provides a cloud-based PBX telephony platform with a full-featured Unified Communications solution for business subscribers. Delivery of this service requires the use of Atlantech's Hosted PBX at the customer's premise and requires the use of a broadband Internet connection to deliver service. Endpoint devices, either physical phones or softphones are required as well. Customers have the option to purchase or lease these endpoint devices from Atlantech Online, or the customer may choose to purchase approved endpoints through a vendor of their choosing. Any endpoint devices (example: desk phones, conference phones, etc.) that are intended for use with Atlantech Online's Hosted Voice solution must be approved for use and listed on Atlantech's list of compatible end point devices.

Use of the available Unified Communications business telephony features require specific user plans and licensing. These licensing and feature options can be referenced on Atlantech's website here:

Hosted PBX License Features:

[https://www.atlantech.net/hubfs/Hosted\\_License\\_Types\\_161027.pdf](https://www.atlantech.net/hubfs/Hosted_License_Types_161027.pdf)

Hosted PBX Group License Features:

[https://www.atlantech.net/hubfs/Hosted\\_License\\_Groups\\_161027.pdf](https://www.atlantech.net/hubfs/Hosted_License_Groups_161027.pdf)

Hosted PBX Add-On License Features:

[https://www.atlantech.net/hubfs/Hosted\\_License\\_add-ons\\_161027.pdf](https://www.atlantech.net/hubfs/Hosted_License_add-ons_161027.pdf)

**Service Location.** This Service is intended to be provided as a business phone service at a specific physical address. If you use the Service and plan to move to different location, you must notify Atlantech in advance of your planned move so that Atlantech can determine if service can be provided at the new physical address. Any failure to notify Atlantech of a service move may result in emergency personnel being unable to locate you or your subscribers during an emergency. Proper use of E-911 service requires that the physical address listed with Atlantech is current so that emergency personnel can be dispatched to the correct location. Client is responsible for providing Atlantech with a valid, current physical address at all times.

### **Service Outages.**

Service Outages Due to Internet Outage or Disconnection. Any Internet Outage, Suspension or Disconnect of Internet connectivity will prevent all Telephone Service, including 911 dialing, from functioning. You understand you must obtain an Internet connection through Atlantech or obtain your own Internet connection to use the Service. If you obtain your own Internet connection Atlantech will not be responsible for the quality of your Internet connection, nor will Atlantech be responsible for any problems caused by any third-party products or services.

### **Service Suspension or Disconnection for Administrative Reasons.**

Administrative suspension or disconnection of your service may result from violation of applicable provisions in

- a) Atlantech's Acceptable Use Policy;
- b) the General Terms and Conditions of your Service; or
- c) Master Service Agreement.



Any disconnection of your Atlantech Hosted Voice Service will prevent all Service, including 911 Dialing, from functioning.

**Service Suspension for Non-Payment.** Administrative suspension of service may also result from chronic or unresolved failure to make timely payment for your service charges. Payment terms are detailed in the master Service Agreement - General Terms and Conditions, under Article 3 - CHARGES AND BILLING.

**Service Outage due to Power Failure or Disruption.** Loss of electric power for any reason will prevent all Service, including 911 Dialing, from functioning. Atlantech's Hosted Voice service does not in itself include network or battery backup power systems which may be used in the event of a utility or building power failure. Please consult with Atlantech or your IT vendor to determine whether or not your network equipment has battery backup.

**Other Service Outages.** If there is a Service outage for any reason, such outage will prevent all Service, including 911, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS SERVICES POLICY GUIDE.

**Security Systems.** Atlantech's Hosted Voice service may not be compatible with nor interact with your security system in the same manner as a traditional premise-based phone system. You may be required to maintain a separate telephone connection through your local exchange carrier to use any alarm monitoring functions for any security system installed in your business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

**Disclaimer of Liability and Indemnification.** Atlantech does not control the way calls using your 911 Dialing service are answered or addressed by any 911 or emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER ATLANTECH NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE. You shall defend, indemnify, and hold harmless Atlantech, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

1. EMERGENCY SERVICES - 911 DIALING  
YOU SHOULD BE AWARE THAT THERE ARE SOME CIRCUMSTANCES UNDER WHICH YOUR E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN SOME WAY. EXAMPLES OF THE LIMITATIONS OF YOUR E911 SERVICE WHEN COMPARED TO

A TRADITIONAL TELEPHONE SERVICE ARE LISTED IN THIS SECTION. YOU ARE STRONGLY ADVISED TO FAMILIARIZE YOURSELF WITH THIS SECTION AND DISCUSS IT WITH YOUR ATLANTECH REPRESENTATIVE IF THERE IS ANYTHING YOU FIND CONFUSING OR YOU DO NOT UNDERSTAND.

- 1.1 911 Dialing. All of our customers have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers have basic 911 in locations where the emergency center is not equipped to receive your telephone number and address. With basic 911, the local emergency operator(s) answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator(s) your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.
- 1.2 Notify All Users. YOU SHOULD INFORM ANY CUSTOMERS, EMPLOYEES, GUESTS OR OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE THE SERVICE OF THE IMPORTANT DIFFERENCE IN, AND LIMITATIONS OF, ATLANTECH 911 DIALING AS COMPARED WITH TRADITIONAL BASIC 911 OR E911.

## **SMS – Simple Message Service**

### **Terms of Service**

These terms govern use of Atlantech’s SMS (Simple Message Service) Service by its clients. Please read these Terms carefully prior to using the Services and Software.

### **The Services**

The Services allow you to send and receive SMS text messages, including notifications, alerts, reminders, confirmations, SMS marketing campaigns. The Services are intended to be used with the Unified Communications platform that is part of Atlantech Online’s Hosted Voice business phone service.

Atlantech Online and its service provider partners may update the Software and Services from time to time and may change the content at any time. Please note that although Atlantech Online makes reasonable efforts to update the information on its website, any of the content on the website may be out of date at any given time, and Atlantech Online is under no obligation to update it. Atlantech Online makes no representations, warranties, or guarantees, whether express or implied that the content on the website is accurate, complete, or up to date.

### **Use of the Services**

The Services shall be provided at a professional level of quality conforming to generally accepted industry standards and in compliance, in all material respects, with all

applicable laws, regulations and rules. Atlantech Online will make its best efforts to maintain the Software and the Services and provide necessary support to the Clients.

The Services facilitate sending and receiving of SMS text messages to your designated recipients. Atlantech Online does not send or cause to be sent any SMS text messages, which is the responsibility of the applicable mobile network operator or telecommunications provider. While Atlantech Online shall use all commercially reasonable efforts to transmit SMS text messages to the applicable mobile network operator or telecommunications provider as quickly as possible, final delivery of all SMS text messages to designated recipients is the responsibility of such operator or provider. Atlantech Online does not accept liability if final delivery fails due to an action, omission or any other failure of the relevant mobile network operator or telecommunications provider. Therefore, Atlantech Online will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- Use of, or inability to use the Website, Software or Services
- Use of or reliance on any content displayed on the Website or in the Software.
- The failure of a mobile network operator or telecommunications provider to deliver an SMS text message.

Furthermore, Atlantech Online shall not be liable for the acts, omissions, or failure of services by any third parties. Atlantech Online shall not be liable or responsible for third party activities over which Atlantech Online has no control.

### **Content**

Any Content contained in the Services provided by any user does not constitute the endorsement or recommendation by Atlantech Online of such content or information.

You acknowledge that Atlantech Online has no control over Content which is contained, and which passes through the SMS Software or Services. Atlantech Online does not screen or moderate Content or its source. Atlantech Online is not responsible or liable for the effect of Content on users nor is liable for any inaccurate, incomplete, or inappropriate Content, which shall be your sole responsibility on providing or submitting such Content.

Although Atlantech Online implements electronic and physical security to reduce the risk of improper access or manipulation of data, Atlantech Online cannot guarantee the security or integrity of data and shall have no liability for breaches of security, integrity or interception in transit, nor for any damage which may result to your computer or other property by your use of the Services.

### **Security of Login Credentials and Passwords**

Client is responsible for and will safeguard your log-in credentials, including your log-in password and you will supervise and be completely responsible for any use of the Services with these log-in credentials, including by any and all of your authorized users. You must treat user identification codes, passwords, and any other security information as confidential and you must not disclose it to any third parties. If you

know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Atlantech Online at [support@atlantech.net](mailto:support@atlantech.net)

### **Data Protection and Privacy**

Any personal data that the Clients provide when using the Services will be subject to Atlantech Online's Privacy Policy. <https://www.atlantech.net/privacy-policy>

### **No Unlawful or Prohibited Use**

Services are subject to Atlantech Online's Acceptable Use Policy: <https://www.atlantech.net/acceptable-use-policy>. You must abide by these Terms and expressly agree that you will not use the Service in a manner which violates the Acceptable Use Policy.

## **CloudFax**

### **Description of Services**

Atlantech provides you with access to Atlantech CloudFax, a Secure Fax Management Service (the "Services"). The Services, including any updates, enhancements, and features are subject to the Terms. Please follow the link below to see a list of reference guides available for our CloudFax service.

<https://care.atlantech.net/kb/articles/efax-reference-guides>

### **Charges**

You agree to pay all charges for your use of CloudFax Services, including any charges for Activation, Monthly Subscription, Additional Fax Numbers, and Usage Fees.

### **Use of Service**

### **Privacy and Protection of Personal Information**

Please review Atlantech's Privacy Policy for policies and procedures relating to the collection and use of your information: <https://www.atlantech.net/privacy-policy>

### **Account, Password and Security**

When activating Atlantech CloudFax service, it is the customer's responsibility to provide us with current, complete, and accurate information and you agree to notify Atlantech promptly of any changes to this information. The customer is responsible for choosing a strong password and is solely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for all activities that occur under all fax numbers and by all users associated with your account.

You agree to notify Atlantech immediately of any unauthorized use of your account or any other breach of security. Atlantech will not be liable for any loss that you may incur resulting from someone else using your password or account, either with or without your knowledge. In addition, you could be held liable for losses incurred by Atlantech or another party due to someone else using your account or password.

**No unlawful or prohibited use**

As a condition of your use of the Services, you agree not to use the Services for any purpose that is unlawful or prohibited by Atlantech under the terms or conditions of the Master Agreement – General Terms and Conditions or by the Acceptable Use Policy. Atlantech’s “Acceptable Use Policy” is located here:

<https://www.atlantech.net/acceptable-use-policy>.

You may not use the Services in any manner that could impair, overburden, damage, or otherwise negatively affect any Atlantech server, or the network(s) connected to any Atlantech server, or interfere with any other party’s use and enjoyment of any Services.

You represent that the information submitted for transmission via the Atlantech network for Atlantech’s CloudFAX services is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state or local laws or transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, national or other law. You may not use the Services to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright holder. You agree to comply with all applicable laws, regulations, or conventions including those related to Do Not Call provisions, faxing, data privacy, international communications, and export of technical or personal data.

**Use of Services - Customer Responsibilities**

You are responsible for the contents of your transmissions through Atlantech’s CloudFAX services. Atlantech reserves the right to take any action that it deems necessary or appropriate if we believe you or your information may create liability for Atlantech, or compromise or disrupt the Services for you or other Customers.

Atlantech has no control of the content of the information passing through the Services and Atlantech does not:

- Represent or endorse the accuracy or reliability or any opinion, advice or statement made through the Service;
- Assume liability for any harassing, offensive or obscene material distributed through the Service by you or others under your account, assume any liability for any material distributed through the Service by you or others under your account which is distributed in violation of any third party’s copyright or other intellectual property right;
- Assume liability for claims concerning unsolicited fax, email or voice messages sent by you or others under your account, including (but not limited to) Telephone Consumer Protection Act of 1991, CRTC 2001 193, FTC regulations, and the Can Spam Act.

Atlantech always reserves the right to disclose any information that Atlantech deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

You agree to be financially responsible for your use of CloudFAX services and to comply with your responsibilities and obligations as stated in Master Service Agreement. You must obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use the Services.

### **Ownership of Fax Numbers**

You understand and agree that you are not the owner of any CloudFAX fax number assigned to you by Atlantech. Ownership of any such CloudFAX number is vested solely in Atlantech (which will assign such number to you for your use during the term of this agreement). You understand and agree that following the termination of your CloudFAX account for any reason, such CloudFAX Number may be re assigned immediately (although there is typically a transition period) to another customer, and you agree that Atlantech will not be liable for damages (including consequential or special damages) arising out of any such re assignment, and you hereby waive any claims with respect to any such re assignment, whether based on contractual, tort or other grounds, even if Atlantech has been advised of the possibility of damages.

You further understand and agree that Atlantech may from time to time need to change the CloudFAX Number assigned to you (whether due to an area code split or any other reason whether outside or within Atlantech's control). You agree that Atlantech will not be liable for damages (including consequential or special damages) arising out of any such change in the CloudFAX Number assigned to you, and you hereby waive any claims with respect to any such change, whether based on contractual, tort or other grounds, even if Atlantech has been advised of the possibility of damages.

### **Unsolicited fax advertisement policy**

The transmission of unsolicited fax advertisements is regulated in the United States under the Federal Telephone Consumer Protection Act and is also regulated under the laws of several other countries, states, and provinces. Distribution of unsolicited fax advertisements through the Services is prohibited. Atlantech understands that receipt of such faxes can impair your use of our Services. Accordingly, Atlantech may develop means to prevent the distribution and receipt of unsolicited fax advertisements to our customers. Atlantech may use technologies and procedures, such as filters, that may terminate such unsolicited fax advertisements without delivering them.

## **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.

### **Caller ID Display Compliance**

Client acknowledges and understands that it is required to comply with all applicable laws, including Truth in Caller ID Act regarding caller ID information.

### **Pick Your Own Area Code**

Atlantech may, in our sole discretion, offer Client the option to select a telephone number that is outside of your traditional local exchange area ("Pick Your Own Area Code ("PYOAC") Number"). Use of a PYOAC number for certain types of calls, such as 311 calls, may not allow Client to reach the local organizations that support these types of calls.

### **Voice to Text Features**

Client acknowledges and understands that Voice to Text features are provided as a convenience to the Client and may not accurately transcribe voice, texts or messages.

### **Use of Mobile Application**

Client acknowledges and understands that use of the Atlantech mobile application may result in additional service charges from the mobile service provider.

### **E911 Service**

By use of the Service, Client acknowledges the limitations of E911 service in the **Emergency Services - E911 And Service Requirements** section below. Client agrees and acknowledges that while some individual services offer access to E911 service, others may not. Client is advised to thoroughly understand the Service and the options available. By signing the Master Agreement, Client acknowledges that it has received the information regarding the limitations of E911 services, understands them, and assumes the risks associated with the E911 limitations. Atlantech may

disclose to the FCC that Client has acknowledged this E911 Disclosure by virtue of Client having accepted the Master Agreement. Atlantech may update the E911 Policy from time to time.

#### **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.**

**CLIENT 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.**

**CLIENT 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:

1. 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;
2. Clients are prohibited from reusing or selling the telephone number or billing information without first
  - a. notifying the originating telephone subscriber and

- b. obtaining the affirmative consent of such subscriber for such reuse or sale;  
and
- 3. 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:
  - a. performing the Services or transactions that are the subject of the telephone subscriber's call,
  - b. ensuring network performance security and the effectiveness of call delivery,
  - c. compiling, using and disclosing aggregate information, and
  - d. 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. <http://gike.kweb.att.com/docs/MassCallingForm.doc> 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:

- 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;
- 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;
- 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:

<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 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 ("Facility"), with related Internet and Telephone services. Under this Agreement, "**Facility**" means the Internet Data Center identified in each Sales Order signed by Atlantech and Client. If no Facility is specifically identified in the Service Order, the Facility 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 Facility 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 Facility by all Clients.

Atlantech has adopted policies which are intended to provide for the safety and security of all users of the Facility ("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 Facility, and the Policies are intended to facilitate and promote the orderly and efficient usage of the Facility 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 Facility and has no rights as a tenant under applicable law regarding rights and remedies of landlords and tenants of real property.

## Equipment

Client will, upon demand from time to time, provide to Atlantech an inventory of all of Client Equipment installed in the Facility. Atlantech reserves the right to verify installation of the Equipment. 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. All equipment may be 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 shall procure and maintain during the term of the Agreement, at Client's sole cost and expense, all of the following insurance coverage (collectively, the "**Required Colocation Services Coverage**"):

- Commercial General Liability Insurance insuring Client and naming: (i)

Atlantech, (ii) Atlantech's designated lender(s), (iii) the owner of the Facility (the "**Lessor**"), and (iv) Lessor's designated lender(s), all as additional insureds. Such insurance shall cover Client for any liability arising out of or in connection with the License, the Facility, the Services and the Space and the use thereof by any of the "Client Parties" (as defined herein), as well as Client's contractual indemnification obligations under this Agreement generally and this Section specifically, which insurance shall be in an amount of not less than \$1,000,000.00 for each occurrence and a \$2,000,000.00 annual aggregate; and

- Business Personal Property Special Form and Replacement Cost coverage including, but not limited to, the perils of flood, fire, sprinkler damage/leakage and earthquake (where applicable) written on a 100% replacement cost basis (for new equipment) covering all of Client's Equipment that may be located, from time to time, in the Facility as well as any damage to the Facility that is caused by any act or omission of any of the Client Parties; and
- Worker's compensation insurance coverage in amounts required by applicable law and employer's liability insurance coverage with limits of not less than \$1,000,000.00 per occurrence; and
- Commercial Automobile Liability insurance coverage covering owned/leased, non-owned and hired automobiles with combined single limit of not less than \$1,000,000.00 per occurrence; and
- Umbrella liability insurance with coverage of not less than \$2,000,000.00 excess of the commercial general liability, automobile liability, and employer's liability limits outlined above.

The foregoing Required Colocation Services Coverage shall be in addition to any other insurance that Client is obligated to procure and maintain in accordance with the terms of the Agreement. Each policy of insurance carried by Client with regard to the Required Colocation Services Coverage (collectively, the "**Insurance Policies**") shall be for the benefit of Atlantech, Client and all additional insureds listed thereon, as their respective interests may appear. All Insurance Policies shall be issued by a company reasonably acceptable to Atlantech and licensed to do business within the jurisdiction in which the Facility is located. The Required Colocation Services Coverage shall contain provisions providing that such insurance: (a) shall be primary and non-contributing, (b) shall contain a stipulation that such insurance coverage shall not be terminated or canceled without thirty (30) days prior written notice to Atlantech; provided, however, that if the applicable insurance carrier will not agree to provide such stipulation, then Client shall provide to Atlantech at least thirty (30) days' prior written notice of termination or cancellation, (c) shall provide that the insurer(s) thereunder waives all right of recovery by way of subrogation against the Atlantech Parties and (d) shall not provide for a deductible in excess of \$10,000.00. Client shall provide a certificate (Acord Form 28 or its equivalent for Evidence of Property insurance and Acord Form 27 or its equivalent for certificates of liability insurance, or in a form otherwise acceptable to Atlantech) evidencing the Required Colocation Services Coverage concurrent with Client's execution of the Colocation Services Sales Order and annually thereafter as requested by Atlantech. Atlantech shall



have the right to review the adequacy of the limits of the Required Colocation Services Coverage and, upon at least ninety (90) days' prior notice to Client, make changes, from time to time, that Atlantech deems are reasonably necessary. Should Client engage a contractor, subcontractor or vendor to perform any work, material or services in or about the Facility, then each such contractor, subcontractor or vendor, as applicable, shall, at its sole cost and expense, procure and maintain all of the Required Colocation Services Coverage in accordance herewith, for the benefit of Client, Atlantech and all additional insureds thereunder and Client shall provide proof thereof to Atlantech prior to the performance of any work or service and/or the provision of any materials by any such contractor, subcontractor or vendor. Client's failure to procure and maintain the Required Colocation Services Coverage in accordance herewith shall constitute a material default by Client under this Agreement. In the event that Client fails to procure and maintain the Required Colocation Services Coverage, Atlantech shall have the right, but absolutely no obligation whatsoever, to procure same for the account and Client and the cost thereof (plus an amount equal to fifteen percent (15%) of the cost thereof as Atlantech's administrative charge for obtaining forced coverage) shall be paid by Client to Atlantech upon demand. Neither the issuance of any Required Colocation Services Coverage nor the minimum limits specified herein shall be deemed to limit or restrict in any way Client's liability arising under, or out of, this Agreement.

Neither: (i) Atlantech, its officers, directors, agents, employees, and representatives, nor (ii) the Lessor and its officers, directors, agents, employees, and representatives (collectively, the "**Atlantech Parties**", or, individually, an "**Atlantech Party**") shall be liable to Client, nor to any of Client's officers, directors, agents, employees, contractors, vendors, representatives, heirs, trustees, next of kin, successors, predecessors, or any other person or entity claiming by or through Client (collectively, the "**Client Parties**", or, individually, a "**Client Party**") for any claims, losses, liabilities, damages, costs, and expenses of any nature whatsoever (collectively, the "**Claims**", or, individually, a "**Claim**"), known or unknown, arising from and/or associated with any injury (including, but not limited to, personal injury and death), or for any damage to any property (including, but not limited to, Client's Equipment installed, from time to time, at the Facility) (collectively "**Losses**"), known or unknown, except as to any Claims for any Losses that are directly and proximately caused by the gross negligence or willful misconduct of Atlantech, its agents or employees. Except for any Claims for any Losses that are directly and proximately caused by the gross negligence or willful misconduct of Atlantech, its agents or employees, the Client Parties do hereby knowingly and voluntarily release and forever discharge the Atlantech Parties from any and all Claims for any and all Losses, known or unknown. Further, Client shall indemnify, defend (with counsel reasonably acceptable to Atlantech) and hold harmless the Atlantech Parties from and against any and all Claims for any and all Losses caused by any act or omission on the part of any Client Party as well as any default by Client under the terms of this Agreement. The foregoing indemnity shall be in addition to any and all of Client's other indemnification obligations under this Agreement. The release by the Client Parties of the Atlantech parties in accordance herewith shall be effective regardless of whether or not any such Claims for any such Losses are the result of the sole, joint, or concurrent acts, negligent, intentional, or otherwise, of any Client Parties. Under no circumstance shall Client's use of the Space

and/or placement of any Equipment create or constitute a bailment and Client does hereby release, as part of the release of Claims in accordance herewith, any and all Claims against the Atlantech Parties arising from and/or associated with a bailment and/or the relationship of bailee and bailor. The terms contained in this Section shall survive the expiration or earlier termination of this Agreement. The terms contained in this Section shall be enforced to the fullest extent permitted under applicable law. Notwithstanding anything contained herein to the contrary, the parties do hereby agree that in no event and under no circumstance shall Atlantech be liable for any special, consequential, punitive or indirect damages. The Atlantech Parties, other than Atlantech, which is a direct party and signatory to this Agreement, shall each be considered a third-party beneficiary with regard to the release of the Atlantech Parties by the Client Parties as set forth herein as well as Client's duties and obligations to indemnify, defend and hold harmless the Atlantech Parties in accordance with this Section and any such Atlantech Party may enforce all such terms, covenants and conditions contained herein as though any such Atlantech Party is a direct party and signatory to this Agreement.

#### 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**

### **DISTRIBUTED DENIAL OF SERVICE PROTECTION**

The Atlantech|DDoS Protect Service ("DDoS Service" or the "Service") can only be provided to Internet Access Clients and/or Atlantech Internet Data Center ("IDC") Hosting customers with connectivity to the Atlantech IP Backbone.

The DDoS Service includes DDoS detection and mitigation that takes place within Atlantech's backbone. The DDoS Service provides 80Gbps of DDoS attack protection via four distributed scrubbing locations. Each scrubbing location can clean up-to 20Gbps of volumetric DDoS attack traffic before reaching the Client site. Each location consists of a network detection device which inspects a sample of traffic looking for suspicious packet types or patterns as they transit Atlantech's direct peering edge in route to the protected IP Addresses within the customer-identified ranges. Upon detection of an attack, Atlantech will "drop" the suspected DDoS attack traffic at the edge and then pass valid traffic through Atlantech's core network to the Client access router. The Client will have access to reports on the attack and mitigation activity through a Client specific portal ("DDoS Protection Service Portal").

The DDoS Service is designed to detect and help protect against attacks that are volumetric in nature. For the purposes of this Service Guide, a volumetric attack is defined as an attack that sends high volumes of traffic designed to over-utilize bandwidth and eventually deny access for legitimate users. Volumetric attacks do not include: (i) application layer attacks (those that primarily target applications); (ii) SSL attacks (those aimed at exploiting the CPU intensive nature of encrypting and decrypting packets); and (iii) "low and slow" attacks (those that consume a high number of connections and can exhaust server resources).

### Atlantech Responsibilities

Atlantech shall:

- During the first two (2) weeks following the Service Activation Date, examine samples of Client traffic flow data and analyze patterns within such data in order to baseline Client traffic patterns and tune the service in determining when a DDoS attack is occurring;
- Provide Client access to reports on specific attacks and mitigation activity through an Atlantech specific website provided to Client;
- Make available to Client, upon request within thirty (30) days of an DDoS mitigation event, the Traffic Anomaly Detection analysis and Traffic Anomaly Detection reports related to any DDoS Attacks on Client. All reports are Atlantech Proprietary Information and are subject to the terms and provisions of the Agreement; and
- Blackhole traffic associated with DDoS attacks that cannot be cleaned based on attack-type or attack size, when Atlantech believes conditions so warrant, in order to protect critical network infrastructure.

### Client Responsibilities

Client shall:

- Cooperate with Atlantech in all aspects of the Service, including, but not limited to providing Atlantech with the name of a primary point of contact for the Service;
- Provide Atlantech with the name of a primary point of contact for the Service;
- Provide Atlantech with the names of, at minimum, two (2) Users and related contact information;
- Ensure that only the Client or its designated Users will access the Service and that Client and all Users will not share User IDs or other methods for accessing the Service with individuals who are not the designated Users of the Service. Client further agrees to notify Atlantech of the designated User of each User ID provided with the Service. Client shall promptly notify Atlantech of any changes to any of the designated Users;
- Ensure that its and User's use of the Service(s) will comply with written and electronic instructions for use of the DDoS Protection Service Portal;
- Not disclose, copy, disseminate, redistribute, or publish any portion of the Service to any other party. Reproduction of the Service in any form or by any means is forbidden without Atlantech's written permission, including, but not limited to: (a) information storage and retrieval systems; (b) recordings and re-transmittals over any network (including any local area network); (c) use in timesharing, service bureau, bulletin board or similar arrangement or public display; (d) posting any portion of the Service to any other online service (including bulletin boards or the Internet); or (e) sub-licensing, leasing, selling, offering for sale or assigning the Service(s) to another entity or User;
- Be solely responsible for determining the configuration and use of the DDoS Protection Service Portal views, reporting features, and e-mail-based alerts. The portal views and reporting features of the Services are intended to provide Client with information that is helpful in optimizing and otherwise managing its network and the Service purchased from Atlantech as well as assist the Client in addressing and/or mitigating DDoS attacks;



- Be the owner and controller of any data collected via these portal views, reporting features, and e-mail-based alerts. Atlantech shall be acting only as a data processor as to such information;
- Be responsible either for (a) taking all relevant procedural steps to ensure that viewing and using the portal views, reports, and e-mail-based alerts is in compliance with applicable local laws and (b) ensuring that the portal views, reports, and e-mail-based alerts are not used in countries where this is not permitted;
- Provide Atlantech with a list of Client IP addresses connected to the Atlantech IP Backbone that Client wishes to have subject to the DDoS Service, and immediately notify Atlantech of any additions or deletions to such list while Client is receiving DDoS Service;
- Make Atlantech aware of any Client IP addresses or ranges that are (a) owned by an entity other than Atlantech or (b) part of a multi-homed or multi-ISP solution or (c) otherwise advertised via a non-Atlantech solution. In any of these situations the Client will provide design, architecture, and sizing details on the solution. Withdraw the super block advertisement(s) from other ISPs during a DDoS attack if requested by Atlantech;
- Provide Atlantech information regarding any changes to the Client network in a timely manner;
- Immediately notify Atlantech of events that Client becomes aware of that would cause significant traffic pattern changes in the Client network that is being monitored under the DDoS Service; and
- Immediately notify Atlantech if Client believes it is under a DDoS attack and the Client believes that Atlantech failed to detect or notify Client of such attack. Client acknowledges and understands that if Client does not fulfill its obligations or provide the necessary information as provided herein, then the DDoS Service may be degraded or Atlantech may not be able to provide the DDoS Service to Client.

### Service Activation

Atlantech provides Service Activation for the DDoS Service. Service Activation consists of the following elements:

- Service Discovery and On-Boarding discussions
- Provisioning Atlantech equipment used for monitoring of Client IP address blocks
- Identifying access routers on which Client traffic is located
- Exporting Client traffic flow data from access routers to a DDoS Protection Service Portal platform for analysis
- Activating Client on the DDoS Protection Service Portal
- Two (2) weeks of traffic monitoring to baseline and tune the Service

The Service Activation will occur once the "DDoS Protection Service Portal" has been configured by Atlantech Online. Billing will begin upon Service Activation. After Service Activation, the Client can request a follow-up call after the two (2) weeks of traffic monitoring has completed to discuss any DDoS events reported during that period.

### Service Scope

The DDoS Service can be configured to mitigate attacks against Atlantech Online IPv4 and IPv6 subnets supporting Fiber, Direct Internet Access service infrastructure, Voice infrastructure, Data Center infrastructure, and Hosting infrastructure. Customer-provided IPv4 and IPv6 subnets can also be configured for the DDoS

Service if they: (i) are communicated to Atlantech Online properly during on-boarding as described in the "Client Responsibilities" section, (ii) are advertised to Atlantech Online properly via BGP at the time of configuration, (iii) are advertised to Atlantech Online properly via BGP at the time of the attack, and (iv) leverage the appropriate BGP communities as agreed upon during on-boarding.

Traffic on the subnets meeting the aforementioned criteria will be inspected and DDoS attack traffic mitigated as it traverses from Atlantech Online's direct Internet Peering providers. Traffic is only inspected once at the edge as it comes into the Atlantech Online network.

### Service Exclusions

Traffic that does not traverse from Atlantech Online's direct Internet Peers through the edge network will not be inspected. This includes, but is not limited to, the following traffic scenarios:

- Intra-Customer LAN traffic or Inter-Customer WAN traffic;
- Atlantech Online Customer-to-Customer traffic;
- Traffic sent or received from the Customer to Atlantech Online infrastructure residing on the Atlantech Online backbone, such as Voice and Hosting infrastructure;
- Traffic traversing Peering Exchange networks, such as the Equinix Exchange, and their affiliates;
- Traffic between two or more third-party services that are hosted completely outside of Atlantech Online's edge network;
- Traffic sent or received via encrypted channels or tunnels that obscure packet header details; and
- Traffic sent or received from Customer IP ranges that are not properly advertised to Atlantech Online or whose primary path does not traverse Atlantech Online's edge network

### Third Party ISP support

The DDoS Service is only provided on the Atlantech backbone. Detection and mitigation can only be supported with traffic that terminates on an Atlantech-provided Internet circuit.

If the Client leverages a multi-homed internet solution, then the Client is responsible for understanding and coordinating the withdrawal of route advertisements from third party ISPs.

### Methods of Triggering

Atlantech will activate the DDoS Service mitigation via on-premises network detection device(s) within the Atlantech network. During service activation, the devices will be monitoring traffic and can provide Manual Mitigation for any attacks that occur. After service activation is completed, the devices will monitor traffic and provide Automatic Mitigation of DDoS attacks.

- **Manual Mitigation:** When the Atlantech detection device identifies a volumetric attack and provides an Alert, the S/NOC will consult with the Client before any mitigation is activated. In addition, in the event the Client identifies a volumetric attack, it can notify Atlantech to request and activate mitigation.
- **Automatic Mitigation:** When the Atlantech detection device identifies a volumetric attack and provides an Alert to the S/NOC and the Client, the work center will trigger the start of mitigation prior to notifying the Client.

### Annual Tests

Client can request up to one (1) test of the DDoS Service within one calendar year. A test must be coordinated with the Atlantech Operations team and will consist of Atlantech generating a volume of data traffic that will exceed Client-defined thresholds as measured on network detection devices. A test is designed to simulate attack and to assess the systems for alerting Client. Additionally, a test can confirm successful traffic mitigation as well as validate that valid traffic can be returned to the Client site. The client will be responsible for any costs associated with performing the annual test.

### Changes

If Client is currently an Atlantech Enterprise Hosting Client and needs to make a change, either adding circuits or disconnecting circuits, Client must advise its Atlantech Sales Representative of such change so as not to negatively impact the DDoS Service that Client receives. Service Level Agreements will not apply if Client fails to notify Atlantech of such change(s).

### Emergency Setup

Atlantech Online recommends that customers provide a month's notice from when they need their DDoS Service enabled in order to properly quote, order, configure, baseline, and activate the solution. Customers that require their DDoS Server be configured in two weeks or less, due to an on-going DDoS attack or otherwise, will be subject to a one-time expedite charge and a minimum contract term of one-year. All feasible measures will be taken to ensure expedited orders are processed quickly upon receipt; however, this fee does not constitute a guarantee.

The customer acknowledges that expedited configurations that either shorten or eliminate the recommended two-week traffic monitoring period increases the risk of non-attack traffic being dropped by the DDoS Service.

## **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 ("VPN") 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 Data Center Facility (Facility). 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>

THE INFORMATION CONTAINED AT THIS URL IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND ANY INFORMATION CONTAINED THERIN IS NOT PART OF THIS PRODUCT SERVICES GUIDE.

## **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

<b>DESCRIPTION</b>	<b>USOC</b>	<b>RATE</b>
SERIES T&R W/CONTINUITY CKT. (RJ38X)	JJP8X	\$12
SGL. LINE BRIDGED (RJ41S)	JJS1S	\$10
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 \$6.00 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 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, and/or Inside Wiring. Client must send written notification to Atlantech Client Service by emailing [service@atlantech.net](mailto:service@atlantech.net) to disconnect the Client Circuit. 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. Client is responsible for any shipping charges for returned equipment. Standard termination fees will apply after this twenty (20) calendar day period. 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).

Clients are advised to allow **at least 90 days** for the service to be installed at the new location. Clients need to inform the Atlantech Client Service Representative that they are moving locations.

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://status.atlantech.net>. Clients must register at <http://status.atlantech.net> to receive maintenance and other network notices. Clients can choose which services they want to notifications for.

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.

## **RENTAL PROGRAM TERMS & CONDIDITIONS**

Atlantech may rent hardware to Client as part of the Services.

### **Rental Services**

Rental of certain hardware (each a "Rental Device") from Atlantech (collectively, the "Rental Services"). Atlantech charges a recurring monthly fee for each Rental Device (collectively, the "Rental Fees"). As a part of your recurring charges from Atlantech, you agree to pay the Rental Fees for all Rental Devices, using the same payment method and payment period as your payments for all Atlantech Services, as defined in the Atlantech Master Agreement.

Termination is governed by the Atlantech Master Agreement. Upon any termination of the Rental Agreement or Rental Services, you agree to return or purchase a Rental Device (including, but not limited to, all accessories, power cords and materials that were provided with the primary hardware device) in accordance with the Return section of this Rental Agreement. The Rental Device will no longer be considered a Rental Device upon the completion of a return. All Rental Devices must be returned within thirty (30) days following the termination of the Rental Services for such device(s) and will be subject to Atlantech's inspection and acceptance of the returned Rental Device in its reasonable discretion. If a device is not returned within the thirty (30) day timeframe or is returned damaged or otherwise unusable, you will be deemed to have purchased that device at a purchase price equal to 100% of the Rental Device's then-current Atlantech list price.

### **Rental Device Upgrades**

If you wish to upgrade a Rental Device, the replacement of the current Rental Device shall be deemed a termination of the Rental Services with respect to the current Rental Device and be subject to the termination provisions hereof, including the return or purchase provisions for the Rental Device set forth in the Rental Services section of this Rental Agreement; provided that the Rental Services for the current Rental Device shall be deemed to terminate, and the Rental Services of the replacement Rental Device shall commence, on the date the replacement Rental Device is recorded as delivered to Atlantech by a designated courier.

The Rental Fees for the Rental Services do not include any additional features or services you may select, and do not include taxes, fees, or international usage charges. Sales tax varies by jurisdiction of purchase.

### **Rental Device Ownership**

#### **Damage and Loss**

Atlantech supplies a Warranty on Rental Devices for the life of the contract. Coverage terms of the Warranty are set forth in the Master Agreement. Atlantech is and will remain the owner of each Rental Device unless title is conveyed to you in writing following Atlantech's confirmation to you of its receipt of your payment in full of the purchase price for the Rental Device. You will not grant any third party any right to use, possess, or control any Rental Device, sublease any Rental Device, attempt to dispose of any Rental Device, grant any interest or right in a Rental Device to any third

party, or otherwise do anything that undermines Atlantech's ownership of each Rental Device.

Upon receipt of each Rental Device, you will examine each Rental Device, and unless you notify Atlantech within five (5) business days of your receipt of a Rental Device of any issue with a Rental Device, each Rental Device is deemed to be in good working order at the time of receipt. In the event that any Rental Device delivered to you is stolen, lost, transferred to any third party, damaged due to misuse, abuse, natural disaster or any other event or action outside of the terms set forth in the Master Service Agreement, regardless of the circumstances or cause, you will immediately notify Atlantech in writing and pay Atlantech a purchase price as set forth in the Rental Services section of this Rental Agreement.

### **Rental Device Usage**

You will ensure that: (a) each Rental Device will be used with due care and will not be defaced, modified, or used or operated in any manner or for any purpose in violation of any federal, state, or local law or regulation; (b) each Rental Device must remain within the United States and may not be exported or re-exported to any country contrary to U.S. export laws; (c) any regulatory or certification markers affixed to a Rental Device may not be removed, defaced, or otherwise obstructed.

### **Return or Purchase Rights**

#### **Returns**

When you return a Rental Device, you agree to return a fully functional and non-damaged Rental Device to Atlantech, at your risk and expense, and you further agree that, to the extent that you do not do so, you will be subject to the penalties described in the Damage and Loss section above. You agree to pay all shipping and handling charges related to the return of any Rental Device and/or related hardware.

All Rental Devices and related hardware must be fully functional, include all components, manuals, peripheral devices, cords, cables and all other accessories that were originally shipped with the Rental Device. At our discretion, we may decline your return or charge you an additional fee of thirty dollars (\$30) for each missing item or for each item that we determine is damaged or not in good working condition.

#### **Purchases**

You may purchase a Rental Device at any time following twelve (12) months from the date you received the Rental Device. You agree to purchase the Rental Device for 100% of the Rental Device's then-current Atlantech list price shown on Atlantech's website.

#### **Other Remedies**

If you are obligated to return or purchase a Rental Device subject to this Return or Purchase Rights section of this Rental Agreement, and you have not returned a Rental Device or you have defaulted in any obligation to pay the purchase price due for a Rental Device to be purchased, Atlantech may, in addition to those remedies available by law, in equity, or as otherwise set forth in this Agreement, take possession of any or all Rental Devices without demand, notice, or legal process, wherever each Rental

Device may be located, and you hereby waive any and all damages occasioned by that taking of possession.

## **OTHER FEES FOR ATLANTECH INTERNET SERVICES**

### **TELESURFER AND TELESOHO INTERNET SERVICES**

#### **INSTALLATION, REPAIR, AND TERMINATION FEES**

<b>Description of Service Provided</b>	<b>Price</b>
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**

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

### **LEASED LINE INTERNET AND TELEPHONE SERVICES**

#### **CLIENT PREMISES EQUIPMENT FEES**

<b>Client Premise Equipment</b>	<b>Applicable Service(s)</b>	<b>Price</b>
Atlantech Managed Router Service	T1	\$99.00 per month

#### **IP ADDRESS FEES**

IP Address Block	Usable	Set-Up Charge	Monthly Charge
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

Description of Service Provided	Price
T1 Setup and Installation Charge	\$599.00
DS3, OC3 and Ethernet Setup and Installation Charge	\$2,500.00
Leased Line Order Modification or Termination prior to installation (fee based on charges from applicable ILEC or CLEC)	Up to \$5,000
Inside Wiring Charge - First Hour minimum plus materials charge Additional 15 minute increments after initial hour	\$115.00 \$25.00
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 \$25.00
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
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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.

ATLANTECH INTERNET SECURITY SERVICE FEES

Description of Service Provided	Charge
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 leased 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.

### CPE or Client Premises Equipment

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

### 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 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.

#### 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.)

#### 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.

#### 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 a 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.

#### 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 FACILITY 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.

### **Facility Shipping Policies:**

1. Each Client is responsible for, among other things, (i) scheduling with a shipper all shipments for Client from and to the Facility; (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 Facility.
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 a Facility 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 a Facility is located.
3. Each Client that wishes to ship items from or to a Facility 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 a Facility that (i) are not delivered at the time scheduled and/or (ii) delivered to the Facility 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 a Facility 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 a Facility 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 Facility. 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 Facility, 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 Facility 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 Facility. 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.