

COLOCATION ADDENDUM

This Collocation Addendum ("Addendum") contains additional terms and conditions to the Network Service Agreement ("Agreement") to govern Customer's use of Assigned Space ("Space") within the Collocation Area to be used solely for the purpose of collocating certain communications and/or computer equipment, software and/or cabling ("Equipment"). All terms not specifically defined in this Addendum have the meaning ascribed to them in the Agreement and the Agreement continues in full force and effect, except as specifically modified below:

1. Customer is granted a non-exclusive license solely to install, maintain, and operate Equipment in the Space as specified in the Customer Order(s). Customer is entitled to install the Equipment in the Space after obtaining the appropriate authorization to access the Space. Customer represents that it has legal title to all property or equipment it installs or places in the Space. Customer may submit multiple orders requesting the use of different Space, each of which shall be governed by the terms hereof and each of which shall include a detailed description of the Equipment to be collocated in the Space.
2. If Customer desires to use the services of a third-party supplier or contractor rather than its own personnel for equipment installation, Customer shall obtain our prior written consent; however, Customer will remain solely responsible for the selection of the supplier or contractor and for all associated payments. We reserve the right to refuse access to any supplier or contractor.
3. We shall perform such services that support the overall operation of the Collocation Area (e.g., janitorial services, environmental systems maintenance, power plant maintenance) at no additional cost to Customer. Customer is responsible, at its sole expense, for removal of any and all trash and/or debris associated with the installation, maintenance, and operation of the Equipment.
4. Customer shall maintain the Space in an orderly and safe condition and shall return the Space at the conclusion of the Term in the same condition (reasonable wear and tear excepted) as when such Space was delivered to Customer. EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY CUSTOMER ORDER, THE SPACE SHALL BE DELIVERED AND ACCEPTED "AS IS" BY THE CUSTOMER, AND NO REPRESENTATION HAS BEEN MADE AS TO THE FITNESS OF THE SPACE FOR CUSTOMERS INTENDED PURPOSE.
5. The collocation cabinet will designate the point(s) of demarcation for the interconnection between Customers Equipment and/or network and our network. Each party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. Customer is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the Equipment and facilities used by Customer in the Space. Without limitation of the foregoing provisions, Customer will be responsible for servicing, supplying, repairing, installing, maintaining and removing the following on its side of the demarcation point; (i) cable(s); (ii) equipment; (iii) point-of-termination cross-connects; (iv) point-of-termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by us; and (v) connection cables and associated equipment which may be required within the Space to the points of interconnection.
6. Customer's access to, and use of, the Space is subject to generally accepted industry standards as well as any and all rules, regulations and access requirements, both posted and otherwise communicated or imposed by us regarding the Space and the Collocation Area. In addition to immediately losing its license to place its Equipment in the Space, Customer shall be responsible for any damages incurred as a result thereof any breach of such rules, regulations and access requirements to this Agreement. In addition, we shall have the right to terminate Customer's license to use the Space and/or the Services in the event that our rights to use the facility within which the Space is located terminates or expires for any reason.
7. Customer shall not use the Space for marketing purposes. Customer shall place no sign or marking of any kind in the area surrounding the Space or on or about the Collocation Area. However, customer may affix a plaque or other identification in a form that we approve to Customer's Equipment reasonably necessary to identify Customer's Equipment and which shall include a list of emergency contacts with telephone numbers.
8. Customer is not permitted to make any material alteration to the Space without first obtaining our written consent. Customer shall pay the cost of any such specialized alterations as well as the cost of reversing said alterations as reasonably necessary to restore the Space to its original condition before alterations were made.
9. Personal property, facilities and Equipment placed by Customer in the Space shall not become a part of the Space, even if nailed, screwed or otherwise fastened to the Space, but shall retain their status as personalty and may be removed by Customer at any time. Any damage caused to the Space by Customer's employees, agents or representatives during the removal of such property shall be promptly repaired by Customer at its sole expense.
10. During the Term of the Agreement, Customer shall, at its sole cost and expense, procure, maintain, and keep forth insurance with coverage limits not less than those set forth below:
 - a. Worker's compensation insurance with statutory limits as required by the laws and regulations applicable to the employees and agents of Customer or its contractors who are engaged in the performance of this agreement
 - b. Employer's liability insurance, for bodily injuries and deaths, with limits of \$1,000,000 per occurrence.
 - c. Comprehensive general liability insurance, in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage and general aggregate of \$2,000,000 or an equivalent limit provided by an "umbrella" insurance policy.
 - d. Customer may elect to purchase business interruption and contingent business interruption insurance, having been advised that WE ASSUME NO LIABILITY FOR

LOSS OF PROFIT OR REVENUES SHOULD AN INTERRUPTION OF SERVICE OCCUR.

Customer represents and warrants that it has certificates of insurance which evidence the minimum levels of Customer's insurance coverage as set forth above and which names us as an additional insured (and, upon our request, any underlying property owner) and which provides that Customer's underwriters have given their permission to waive their rights of subrogation against us, our parent, affiliates, subsidiaries and their respective directors, officers, employers and shareholders. Upon our request, Customer shall provide such certificates of insurance. Customer agrees that it will not pursue claims against us for any liability under this Agreement until Customer first makes claim(s) against Customer's insurance provider(s) and such insurance provider(s) finally resolve(s) such claim(s). Customer also agrees that it will be solely responsible for ensuring that its agent(s), contractor(s), and subcontractor(s) maintain other insurance at levels no less than those required by applicable law and customary in Customer's and its agent(s), contractor(s), and subcontractor(s) industries.

- 11. Remote hands support will be made available by us under the conditions that (a) no configuration or work with the keyboard functions will be included in this service; (b) our Network Operations Control will monitor the connections provided, and (c) this service will include only the following: (i) rebooting, (ii) cable connections, (iii) investigation of trouble (blue screens, light indicators, warnings), (iv) reading of the screens, (v) observing, (vi) cable organization or labeling, (vii) modifying cable layout and (viii) installing of new equipment. The rates for remote hands support will be those in effect at the time such services are ordered. Even if we perform such service for the Customer, Customer remains solely responsible for the operation and maintenance of the Equipment.
- 12. In the event that Customer fails to pay all amounts owed under this Agreement when due, Customer agrees that upon written or e-mail notice, we may take possession of any or all of Customer's Equipment and store it, at Customer's expense, until taken in full or partial satisfaction of any lien or judgment, all without being liable to prosecution for damages.

- 13. Customer must provide written or e-mail notification two (2) business days before Customer wishes to remove any Equipment from the Space or the Collocation Area. Before authorizing the removal of any Equipment, our Billing Department will verify that Customer has no payment due. Once removal of Equipment has been authorized, Customer will be responsible for removing such Equipment, and will be solely responsible for bringing appropriate packaging and moving materials. Should Customer use an agent or other third party (for example, but without limitation, a common carrier such as UPS) to remove Equipment, Customer will be solely responsible for the acts of such party, and any damages caused by such party to Equipment or otherwise.
- 14. If Customer does not remove Equipment from the Space within thirty (30) days after expiration or termination of the Agreement or any applicable Customer Order, it will be conclusively presumed that Customer abandoned the Equipment, and we may sell or keep such Equipment. In such event, we will apply the fair market value of the Equipment towards any indebtedness owed to us after deduction for all costs of sale, storage and removal, including reasonable attorney's fees.
- 15. We reserve the right to change the location or configuration of the Space, provided, however, that we shall not arbitrarily or discriminatorily require such changes. We and Customer shall work in good faith to minimize any disruption in Customer's services that may be caused by such changes in location or configuration of the Space.
- 16. If the whole of a Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession by such public authority and charges for the Space shall be paid up to that day with proportionate refund of such charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the space shall be taken under eminent domain, we and customer shall each have the right to terminate the Customer Order with respect to such Space and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking. This paragraph shall supercede any other Agreements with respect to the Space only.

Each party represents and warrants that (i) it has full corporate power and authority to execute and deliver this Addendum, as well as to perform its obligations under this Addendum, and (ii) the person whose signature appears below is duly authorized to enter into this Addendum on it's behalf.

CUSTOMER:

VIRTBIZ.COM

By: _____
Printed Name & Title of Signatory

By: _____
Printed Name & Title of Signatory

Signature: _____

Signature: _____

Date: _____

Date: _____