

FACILITY RULES AND SAFETY SPECIFICATIONS (“RULES”)

tel^x – New York 111 8th, LLC – 111 8th Avenue Facilities

The following Rules (as may be updated, modified or supplemented from time to time by Licensor) sets forth the general rules governing Licensee personnel and activities within the Premises and Licensed Area(s). These Rules incorporate by reference the relevant Interconnection Facilities License Agreement between The tel^x Group, Inc. (“Licensor”) and Customer signing below (the “Agreement”). Any continuing breach of any of the Rules which remain unremedied following written notice from Licensor shall constitute a material breach of the Agreement, and shall entitle Licensor to take remedial actions outlined in these Rules and/or as provided for in the Agreement.

General Minimum Standards – Codes, Standards and References

Attached as Schedule A to these Rules is a listing and references to certain industry standards, codes and references (“Codes and Standards Schedule”) which all Customers and their representatives, agents and contractors shall be required to adhere to in connection with collocating within the Premises or otherwise performing any work or associated activities at the Premises. Such Codes and Standards shall be controlling in connection with the interpretation and application of the Rules set forth below. Compliance with the terms of the Codes and Standards Schedule are a requirement, applicable to all Licensees, inasmuch as such referenced Codes and Standards are intended to ensure the integrity of the facilities as well as the equipment and networks of all Customers within such facilities.

1.0 Equipment Specifications

- 1.1 Customer will ensure that the Equipment and surrounding area do not pose safety hazards to personnel. This includes exposed AC electrical hazards, trip and slip hazards, hazardous material storage deficiencies, improperly secured or overloaded equipment racks or ladders, inadequate ingress and egress space. OSHA and local codes will apply.
- 1.2 No slack coil shall be permitted on ladder rack, in junction boxes, or in MMA Relay Racks (unless RUs are reserved by customer for this purpose). Slack Coils are permitted within Customer’s caged area provided they are neat and secured.
- 1.3 All Equipment and items of any kind associated with a Customer’s Rack shall not protrude beyond the Rack Space within the Licensed Area and shall in no event extend into, encroach upon or otherwise interfere with the rack space or licensed area of any other Licensee.
- 1.4 Customer will notify Licensor of any Equipment additions or deletions (i.e. shelf or rack). Installation and removals will be coordinated with Licensor management in accordance with the applicable provisions of the Agreement.
- 1.5 No device shall exceed 11 inches from the face of the vertical post of any relay rack unless such relay rack is located solely within a customer’s caged Licensed Area

2.0 Space Specifications -- Licensed Area & Premises

- 2.1 The following is intended to clarify Licensor right of access on 24/7 basis to the Vertical Common Areas in all Customer Licensed Areas (racks, cabinets, cases, square footage colo space) within the Licensor facilities:

The Vertical Common Area refers to the space running throughout each Licensor facility, descending from the ceiling to the “trapeze” area and, in the case of raised flooring, the space underneath the raised flooring between the raised flooring and the floor (whether built or under construction) for the physical support of all conduit pipe, innerducts and junction boxes, and the like. The Vertical Common Area is intended for the use and access by Licensor, to facilitate the effective functioning of the facility as a whole.

- Licenses to Customer Licensed Areas do not include the Vertical Common Area.
 - Customer use of Vertical Common Area requires separate written approval by Licensor (similar to approval process for conduit installation in the facility).
 - Licensor personnel (and subcontractors) shall have unrestricted access (with adequate notice to affected Customers) on an ongoing as-needed basis to affected Customer Licensed Areas in order to build-out and maintain effective operation of Vertical Common Areas.
 - All personnel/subcontractors accessing Vertical Common Areas abutting Customer Licensed Areas shall maintain adequate liability insurance for the benefit and safety of Customer Equipment within affected Licensed Areas underlying Vertical Common Areas in which any construction or maintenance work is performed.
- 2.2 Customer will not jeopardize Services or damage property of other customers, Licensor, the Premises, or the building landlord in any manner.
- 2.3 Customer will take precautions to protect the Premises and nearby equipment belonging to other customers. This includes floor, wall, and telecommunication equipment protection while moving Equipment and notifying Licensor of any major rearrangements of Equipment, drilling, power work, and similar potentially disruptive work—all of which activities shall comply with the applicable provisions of the Agreement.
- 2.4 Customer will follow good cleanliness practices. All trash must be disposed of daily at Customer's expense. Any trash or empty boxes not disposed of by Customer is subject to removal by Licensor with any associated charges borne by Customer. No food or beverages of any kind shall be allowed in or around the Licensed Area.
- 2.5 Nothing may be stored outside of the assigned rack space within the Licensed Area. A minimum of 2.5' of aisle space must be maintained at front and rear of Equipment.
- 2.6 Combustible or hazardous material may not be stored in Licensed Area or elsewhere on the Premises.
- 2.7 All Equipment must be installed within the assigned telecom rack footprint (i.e. UPS units, spare equipment).
- 2.8 All cabling will be terminated on DSX panels in the designated Licensor transmission area. Licensee representatives are strictly prohibited from entering the transmission area, other than when escorted by Licensor personnel. Fiber will be terminated on an appropriate Fiber Distribution Panel ("FDP").
- 2.9 Customer is responsible for the termination of the A & B DC power and signal cabling in its Equipment.
- 2.10 Maximum DC power provided to Customer as A & B power shall be rated for the rating of a single feed. Customer is liable for any outage caused by the DC power exceeding the single feed rating. Customer will be responsible for payment of consumed power exceeding the single feed rating specified in the Colocation Agreement or applicable Colocation Services Order.
- 2.11 Customer will follow normal telecommunications industry standards with regards to equipment installation and removal in a central office environment. Licensor standards are to be followed for connection of cables that interface or cross-connection with Licensor or any other carrier equipment or panels within the Premises. All installations are subject to approval by Licensor and to the terms and conditions of the Agreement.
- 2.12 Permanent or extended use of extension cords is strictly prohibited.
- 2.13 Customer will not jeopardize Licensor's or any other customer's ability to conduct business in any manner.
- 2.14 All local, state, and federal laws shall be complied with. Local requirements for union labor, especially for electrical work, will be observed.

- 2.15 Customer will follow Licensor sign-in procedures at all times. Subject to the requirements of the Agreement, Customer shall have access to its Equipment and Licensed Area on a 24/7 basis. Customer must coordinate its first visit to a the Premises with Licensor's operations department, giving at least five (5) days notice of such visit.
- 2.16 If Licensor notifies Customer in writing of a violation of the Colocation Rules, or any other unsafe or unacceptable situation or practice, the Customer must correct the problem within seven (7) days or provide a written plan for correction to Licensor's satisfaction and proposed completion date. If the problem is not resolved in seven days or within a longer time frame agreed upon by Licensor; then Licensor will have the option of either (i) correcting the problem at Customer's expense, or (ii) taking such remedial action as provided for in the Colocation Agreement, including without limitation disconnecting power and signal connections from Customer's Equipment.

3.0 Corrective Action – Procedures

In circumstances in which Licensor in its professional judgment deems it necessary or advisable, then consistent with Telcordia procedures regarding corrective actions the following procedures shall apply:

Immediate Action – problems that usually consist of safety or service require the following:

- Direct personal interface
- “Real Time” action management
- Expedited handling

Scheduled Action – problems to be rectified at an agreed upon date

- Prioritized corrective action
- Agreed upon due date
- Escalation if necessary
- Penalty for non-compliance

Extreme safety violations are subject to immediate correction by Licensor without prior notice to Customer. Corrections made by Licensor are at the Customer's expense and will be billed to the Customer on a time and materials basis

SCHEDULE A CODES AND STANDARDS

This Codes and Standards Schedule forms a part of the Rules, as to which this document is an incorporated Schedule. The following is a list of documents detailing the standards to which all individuals performing work at the Premises are required to adhere. Compliance to these standards will ensure the integrity of the Premises and, in turn, the integrity of the networks of those companies who are customers within the Premises.

I. **TELCORDIAⁱ** (formerly Bellcore)

- GR-1502-CORE Central Office Environmental Detail Engineering Generic Requirements
- GR-1275-CORE Central Office Environment Installation/Removal Generic Requirements
- TR-NWT-001275 Central Office Environment Installation/Removal Generic Requirements
- TR-EOP-000063 Network Equipment Building Systems (NEBS)
- TR-TSY-000078 Generic Physical design Requirement for Telecommunications Products and Equipment
- TR-EOP-000295 Isolated Ground Plains: definition and Application to Telephone central Offices
- TR-TSY-000785 System Equipment Engineering Associated Services Quality Program Analysis
- TR-TSY-000893 Telecommunications Installation Service Quality Program Analysis
- TR-NWT-00108 Electromagnetic Compatibility and Electrical Safety Generic Criteria For Network Telecommunications Equipment
- TR-NWT-001252 Bellcore's Quality System Generic Requirements for Hardware

II. **National Electric Code, NFPA 70ⁱⁱ**

- Article 110 Requirement for Electrical Installations
- Article 250 Grounding
- Article 645 Information Technology Equipment
- Article 770 Optical Fiber Cables and Raceways
- Chapter 8 Communications Systems

III. **ANSI / TIA / EIAⁱⁱⁱ** (Telecommunications Industry Association/Electronics Industry Association)

- TIA/EIA-455 Fiber Optic Standards
- TIA/EIZ-526 Optical Fiber Systems Test Procedures
- ANSI/TIA/EIA-568A Cabling Standard
- ANSI/TIA/EIA-569A Pathways and Spaces
- ANSI/TIA/EIA-606 Administration Standard
- ANSI/TIA/EIA-607 Grounding and Bonding
- ANSI/TIA/EIA-758 Customer Owned Outside Plant (OSP)
- TIA/EIA Bulletin TSB67 Transmission Performance Specifications

IV. The **BICSI** (Building Industry Consulting Service International) Telecommunications Distribution Methods Manual^{iv}

ⁱ TELCORDIA Technologies (800) 521-2673 www.telcordia.com ⁱⁱ National Fire Protection Association
1 Batterymarch Park
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ⁱⁱⁱ Global Engineering Documents 15 Inverness Way East
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