

## **IV. POP COLOCATION SERVICES**

This POP Colocation Services schedule describes the nature of the POP Colocation Service (“Services”) offered by WIN, LLC to Customer. The terms, conditions, requirements, and specifications herein may be revised from time-to-time.

### **1. DESCRIPTION OF SERVICES**

**1.01** *Colocation.* POP Colocation Services will be provided by WIN to Customer within WIN’s Point of Presence (“POP”) location(s). Customer may, for the purpose of utilizing WIN’s facilities, power, and services, pursuant to the terms of a Service Request, co-locate approved Customer Equipment in WIN’s POP. All Customer equipment shall remain the sole property and responsibility of Customer.

**1.02** *Use of WIN POP.* Customer shall be responsible for all installation and maintenance of its equipment at the WIN POP, unless otherwise agreed to in writing by WIN. Such installation and maintenance shall be conducted in accordance with any and all rules as WIN might from time to time establish and which include, but are not limited to, those contained herein.

**1.03** *Permission to Work.* All plans for Customer colocation, as described in a Service Request, shall be completed by Customer and shall be submitted in writing to WIN prior to commencement of any work or installation of Customer Equipment. Such plans or subsequent alterations must have the written approval of WIN prior to commencement of any work. Customer shall also advise WIN of security arrangements and the names of those persons authorized to enter WIN’s POP to work on Customer’s equipment.

**1.04** *Interconnection.* The Parties agree that Customer’s colocation with WIN is for the primary purpose of housing and operating Customer’s equipment connected to Customer’s network. WIN, at its sole discretion, may permit Customer interconnection with a Third-Party within a WIN POP and, if permitted, shall be only upon WIN’s prior written consent.

**1.05** *Non-Interference.* Neither Party shall interfere with the other Party’s equipment or the installation, operation, and maintenance of such equipment. Customer shall not interfere with any of WIN’s other Customers’ equipment or the installation, operation, and maintenance of such equipment. The Parties agree that if WIN determines that Customer’s equipment is interfering with the normal operation of WIN’s network or facilities, WIN has the right, upon notice to Customer, to disconnect Customer’s offending equipment. WIN will notify Customer of the situation and allow Customer to reconnect once the trouble-causing condition has been resolved.

### **2. COLOCATION RULES AND POLICIES**

Customer, and its employees and agents, shall follow the colocation rules and policies concerning use of and access to WIN’s POP and colocation space. WIN reserves the right to suspend or

*Service Descriptions, Technical Specifications, and Terms of Service schedule*

terminate service if any Customer or Customer's representative violates the rules and policies set forth.

#### **2.01**      *Access to WIN POP.*

- All access to a WIN POP shall be escorted by WIN or a WIN designee. No non-escorted access to a WIN POP is allowed. For non-emergency access, WIN shall make access available to Customer within five (5) business days of WIN's acknowledgement of receipt of notice from Customer, or as soon thereafter as reasonably possible. If Customer requests emergency access to the WIN POP, WIN shall provide such access as soon as reasonably possible.
- Only those individuals identified in writing by Customer may access WIN's POP. Customer shall deliver written notice to WIN of any changes to the list of authorized representatives. Customer and its authorized representatives shall not allow any other persons to have access to or enter the WIN POP. Customer and its authorized representatives may only access that portion of WIN's POP made available by WIN to Customer for the placement of Customer's equipment and use of the Services (the "Customer Space"). Customer must obtain the proper WIN authorization and be accompanied by a WIN representative, as required, prior to accessing any area within a Provider Facility. Failure to do so may result in immediate termination of Customer's services.
- In addition to any of the policies contained herein, Customer shall comply with the security access procedures required by the respective owners of each facility in which WIN maintains its POPs.
- Escorted access may be requested 24 hours a day, 7 days a week by contacting WIN's Network Management Center via phone at 866-206-2027 or by email at support@wintechnology.com.

#### **2.02**      *Customer Equipment and Connections.*

- WIN reserves the right to open, inspect, disconnect, and remove Customer equipment that is overheating, smoking, or otherwise a danger to the WIN POP.
- Customer equipment must be UL-certified.
- Each piece of Customer's equipment installed in a WIN POP must be clearly labeled with Customer's name (or code name provided in writing to WIN), and individual component identification.
- Each connection to and from a piece of Customer equipment shall be clearly labeled with Customer's name (or code name provided in writing to WIN), and the starting and ending point of the connection.
- Customer is responsible for all Customer equipment. Customer equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption, and clearance requirements.
- Customer must use its best efforts to provide WIN with at least 24 hours prior notice any time it intends to connect or disconnect any Customer equipment or other equipment.

- Customer shall not place any hardware or other equipment in the WIN Facility that has not been identified in writing to WIN.

**2.03**      *Content of Transmissions.* Customer acknowledges that WIN has no control whatsoever over the content of the data or other transmissions passing through Customer's site(s).