

TERMS AND CONDITIONS OF SERVICE

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS ("T&Cs") OF SERVICES FOR THIS WEB SITE BEFORE USING THIS SITE. By continuing to access, link to, or use this site, or any Services on this site you ("User") signify ACCEPTANCE OF THE TERMS HEREOF. Global Capacity Direct LLC. ("Global Capacity") reserves the right to amend, remove, or add to the T&Cs at any time. Such modifications shall be effective immediately. Accordingly, please continue to review the T&Cs whenever accessing, linking to, or using this site. User's access, link to, or use of the site, or any Service on this site, after the posting of modifications to the T&Cs will constitute ACCEPTANCE OF THE T&Cs, as modified. If, at any time, User does not wish to accept the T&Cs, User may not access, link to, or use the site. Any terms and conditions proposed by User which are in addition to or which conflict with the T&Cs unless agreed in writing between User and Global Capacity are expressly rejected by Global Capacity and shall be of no force or effect. In the event of a conflict between the T&Cs and any other such written agreement between User and Global Capacity, the terms of the latter shall prevail.

Background

A. Global Capacity maintains certain information, applications and databases ("Information and Applications") that are confidential and proprietary information. Global Capacity makes access to such Information and Applications including GC Price available via a telecommunications connection to Global Capacity's Portal. The Portal offers GC Price Users a single User-directed web-based location from which they may access software tools to submit private line circuit price quotes and design requests. .

B. To facilitate secure access to such Services, Global Capacity will require a User Identification (defined below) and password for access.

C. User desires to obtain such User ID and Password to authenticate itself for purposes of accessing the Services and communicating with Global Capacity.

1. User Consent to the T&Cs. You represent that you have read and agree to be bound by the T&Cs.

2. Intellectual Property. This Web site, including but not limited to text, content, photographs, video, audio and graphics, and goods (the "Services"), is protected by copyrights, trademarks, Services marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. The Services are also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual articles, olumns and other elements making up the Services are also copyrighted works. User agrees to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Services. User acknowledges that the Services have been developed, compiled, prepared, revised, selected, and arranged by Global Capacity and its subsidiaries, and their respective general partners and affiliates (collectively "Global Capacity") and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of Global Capacity and such others. User agrees to protect the proprietary rights of Global Capacity and all others having rights in the Services during and after the term of this agreement and to

comply with all reasonable written requests made by Global Capacity or its suppliers and licensors of content, equipment, or otherwise ("Suppliers") to protect their and others' contractual, statutory, and common law rights in the Services. User agrees to notify Global Capacity in writing promptly upon becoming aware of any unauthorized access or use of the Services by any individual or entity or of any claim that the Services infringes upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, Services marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Services (the "Intellectual Property Rights") shall, as between User and Global Capacity, at all times be and remain the sole and exclusive property of Global Capacity. All present and future rights in and title to the Services (including the right to exploit the Services and any portions of the Services over any present or future technology) are reserved to Global Capacity for its exclusive use. Except as specifically permitted, User may not copy or make any use of the Services or any portion thereof. Except as specifically permitted, User shall not use the Intellectual Property Rights or the Services, or the names of any individual participant in, or contributor to, the Services, or any variations or derivatives thereof, for any purpose, without Global Capacity's prior written approval.

3. Restrictions on Use. USER MAY NOT USE THE SERVICES FOR ANY ILLEGAL PURPOSE OR IN ANY MANNER INCONSISTENT WITH THE T&Cs. USER AGREES TO USE THE SERVICES SOLELY FOR USER'S OWN USE & BENEFIT, AND NOT FOR RESALE OR OTHER TRANSFER OR DISPOSITION TO, OR USE BY OR FOR THE BENEFIT OF, ANY OTHER PERSON OR ENTITY. USER AGREES NOT TO USE, TRANSFER, DISTRIBUTE, OR DISPOSE OF ANY INFORMATION CONTAINED IN THE SERVICES IN ANY MANNER THAT COULD COMPETE WITH THE BUSINESS OF GLOBAL CAPACITY OR ANY OF ITS SUPPLIERS. USER MAY NOT COPY, REPRODUCE, RECOMPILE, DECOMPILE, DISASSEMBLE, REVERSE ENGINEER, DISTRIBUTE, PUBLISH, DISPLAY, PERFORM, MODIFY, UPLOAD TO, CREATE DERIVATIVE WORKS FROM, TRANSMIT, OR IN ANY WAY EXPLOIT ANY PART OF THE SERVICES, EXCEPT THAT USER MAY DOWNLOAD MATERIAL FROM THE SERVICES AND/OR MAKE COPIES FOR THEIR OWN PERSONAL USE, PROVIDED THAT USER RETAINS ALL COPYRIGHT AND OTHER PROPRIETARY NOTICES. USER MAY NOT RECIRCULATE, REDISTRIBUTE OR PUBLISH THE ANALYSIS AND PRESENTATION INCLUDED IN THE SERVICES WITHOUT GLOBAL CAPACITY'S PRIOR WRITTEN CONSENT. MODIFICATION OF THE SERVICE CONTENT WOULD BE A VIOLATION OF THE COPYRIGHTS AND OTHER PROPRIETARY RIGHTS OF GLOBAL CAPACITY OR ITS SUBSIDIARIES. ADDITIONALLY, USER MAY NOT OFFER ANY PART OF THE SERVICES FOR RESALE OR DISTRIBUTE IT OVER ANY OTHER MEDIUM OR A COMPUTER NETWORK OR HYPERLINK FRAMING ON THE INTERNET WITHOUT THE PRIOR WRITTEN CONSENT OF GLOBAL CAPACITY. THE SERVICES AND THE INFORMATION CONTAINED THEREIN MAY NOT BE USED TO CONSTRUCT A DATABASE OF ANY KIND. NOR MAY THE SERVICES BE STORED (IN ITS ENTIRETY OR IN ANY PART) IN DATABASES FOR ACCESS BY USER OR ANY THIRD PARTY OR TO

DISTRIBUTE ANY DATABASE SERVICES CONTAINING ALL OR PART OF THE SERVICES. USER MAY NOT USE THE SERVICES IN ANY WAY TO IMPROVE THE QUALITY OF ANY DATA SOLD OR CONTRIBUTED BY USER TO ANY THIRD PARTY. FURTHERMORE, USER MAY NOT USE ANY OF THE TRADEMARKS, TRADE NAMES, SERVICES MARKS, COPYRIGHTS, OR LOGOS OF GLOBAL CAPACITY OR ITS SUBSIDIARIES IN ANY MANNER WHICH CREATES THE IMPRESSION THAT SUCH ITEMS BELONG TO OR ARE ASSOCIATED WITH USER OR, EXCEPT AS OTHERWISE PROVIDED HEREIN, ARE USED WITH GLOBAL CAPACITY'S CONSENT. IN ADDITION, USER ACKNOWLEDGES THAT USER SHALL HAVE NO OWNERSHIP RIGHTS IN AND TO ANY OF SUCH ITEMS. USER WILL NOT USE THE SERVICES OR THE INFORMATION CONTAINED THEREIN IN UNSOLICITED MAILINGS OR SPAM MATERIAL. USER WILL NOT USE ANY TRADEMARKS, TRADE NAMES, SERVICES MARKS, COPYRIGHTS, OR LOGOS OF GLOBAL CAPACITY OR ITS SUBSIDIARIES IN UNSOLICITED MAILINGS OR SPAM MATERIAL. USER WILL NOT SPAM OR SEND UNSOLICITED MAILINGS TO ANY PERSON OR ENTITY USING THE SERVICES.

4. License. (i) User acquires no rights or licenses whatever in or to the Services and materials contained within the Services other than the limited right to utilize the Services in accordance with the terms hereof. Should User choose to download content from the Services, User must do so in accordance with the terms hereof. Such download is licensed to User by Global Capacity only for User's own use in accordance with these terms and does not transfer any other rights to User.

(ii) When User submits material to this site or to Global Capacity or its representative, unless User and Global Capacity agree otherwise in writing, Global Capacity shall treat all User site data and the User's identity in relation to all data submitted as User's Confidential Information. In respect of non-identifiable price data User grants Global Capacity a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create without identification of User, distribute, copy, and display such content throughout the world in any form, media, or technology now known or hereafter developed. User also permits any other user of the Services to access, store, or reproduce such material for that user's use. User represents and warrants that they own or otherwise control all of the rights to the material submitted; that use of the material User uploads does not violate these T&Cs and will not cause injury to any person or entity; and that User will indemnify Global Capacity and its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns for all claims resulting from material uploaded. Global Capacity and its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns disclaim any responsibility and assume no liability for any material submitted by User or any third party.

5. Fees and Payments. Global Capacity reserves the right at any time to charge fees for access to portions of the Services or the Services as a whole. User shall pay all fees and charges incurred through User's account at the rates in effect for the billing period in which such fees and charges are incurred, including but not limited to charges for any products or Services offered for sale through the Services by Global Capacity or by any other vendor or Services provider. All fees and charges shall be billed to User, who shall be solely responsible for their payment within 30 days of the

due date. Interest at 1.5% per month may be charged on overdue sums. User shall pay all applicable taxes relating to the use of the Services through User's account, and the purchase by User of any other products or Services.

6. Account Creation and Security.

6.1 Definitions of Terms.

Accept a User ID means to manifest approval of the contents of a User ID and the terms and conditions of this Agreement. User Identification (User ID) means a computer-based record that (a) identifies Global Capacity as the party issuing it, (b) identifies a User employee as the User, and (c) contains the User ID and password of User's employee. When this Agreement references a User ID, such reference also includes the related password

Revoke a User ID means to make a User ID ineffective permanently from a specified time forward.

6.2 Access. Subject to the terms and conditions of this Agreement and User being issued and accepting a User ID, Global Capacity hereby grants User the right and license to access the GC Price Service. The user of a User ID may not share the User ID with or permit its use by any other person.

6.3 User ID. Before Global Capacity will permit certain employees of User to access the Service, User must obtain a User ID (including a password) from Global Capacity for each employee who will access the Services following the process described generally below.

6.4 Application for User ID. User shall apply for User IDs by following the guidelines/documentation outlined for the specific application User will be using.

6.5 Issuance. Global Capacity shall examine a User ID Request within a reasonable time. If Global Capacity, exercising its sole discretion, finds the User ID Request to be in good order, Global Capacity shall issue a User ID. Global Capacity may refuse to issue or revoke a User ID for any reason without incurring liability for any loss arising out of such refusal. Upon approval or rejection, User shall be notified in accordance with the procedures documented for the applications(s) requested.

6.6 Acceptance. User is deemed to have accepted each User ID it obtains upon using the User ID from Global Capacity. User is deemed to accept an existing User ID if it continues the use of that existing User ID. A User ID shall not be valid until both issued and accepted following the date of becoming a User.

6.7 Operational Period. Unless earlier revoked, a valid User ID may be used only during its operational period, which begins on the issuance date of the User ID and expires when User ID is revoked or when this Agreement is terminated.

6.8 Additional User IDs and Service. Through the Portal of which GC Price forms part, User may access other Global Capacity web sites from which the User may utilize certain Information and Applications or request to receive certain Information and Applications. User's use of such Information and Applications may

require the use of separate User IDs and is subject to the execution of separate agreements and payment obligations.

6.9 User shall safeguard and maintain its User IDs in strict secrecy.

It is User's responsibility to take reasonable security measures to prevent unauthorized access to, disclosure, and use of the User IDs, including revoking User IDs for any personnel no longer authorized/employed by User. User is responsible for all use of each of User's User ID, including unauthorized use by a third party. **USER MUST NOT ALLOW ANY UNAUTHORIZED THIRD PARTY TO HAVE ACCESS TO ITS USER IDS, AND MUST SAFEGUARD ITS USER IDS FROM LOSS, MODIFICATION, DISCLOSURE, OR COMPROMISE. GLOBAL CAPACITY HAS NO RESPONSIBILITY FOR PROTECTING USER'S USER IDS. IN THE EVENT OF ANY COMPROMISE OF ANY USER ID, USER MUST IMMEDIATELY NOTIFY GLOBAL CAPACITY. USER IS RESPONSIBLE FOR ALL USE OF ITS USER IDS.**

6.10 Representations and Warranties of User. By Accepting a new or existing User ID, User represents and warrants that: (a) a User ID will be given to only one employee of the User, and no person (other than employees of User) will have access to any User ID; (b) the User ID will only be used in accordance with this Agreement, and will not be used for any other purpose; (c) all information set forth in the User ID Request is true. User will immediately notify Global Capacity if any of its User IDs are compromised or if any information in the User ID is no longer true.

7. LIMITATION OF LIABILITY. GLOBAL CAPACITY SHALL HAVE NO LIABILITY TO USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUSINESS INTERRUPTION OR THE LOSS OF PROFITS, SALES OR DATA) ARISING FROM OR IN CONNECTION WITH THE USE, DELIVERY, LICENSE, PERFORMANCE, AVAILABILITY OR NON-PERFORMANCE OF USER IDS, Global Capacity's PORTAL WEB SITE OR ANY OTHER RELATED Global Capacity WEB SITE, OR ANY SERVICES PROVIDED HEREUNDER RELATING TO USER IDS, THE CONDUCT OF TRANSACTIONS, OR GLOBAL CAPACITY'S CONDUCT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will the aggregate liability of Global Capacity (whether in contract, tort or otherwise) arising from its performance or non-performance of obligations under this Agreement exceed the total payments made to Global Capacity in respect of the use of the GC Price product only in the twelve month period prior to the most recent claim hereunder. Under no circumstances shall Global Capacity be liable for any injury to User or others arising out of use, misuse or reliance upon any User ID issued or generated in connection with this Agreement.

8. Confidentiality. "Confidential Information" means any confidential, trade secret or other proprietary information disclosed by Global Capacity or User under these T&Cs including, new or pre-existing User IDs issued to User. Confidential Information disclosed hereunder will be subject to a non-disclosure agreement previously executed by the parties. That non-disclosure agreement will apply so long as this Agreement is in effect, regardless of any terms in the non-disclosure agreement that might otherwise limit its applicability to information disclosed hereunder, or the earlier expiration or termination of that agreement. If no non-disclosure agreement is in

effect, then neither party will reveal in any manner any Confidential Information that is not in the public domain unless such disclosure is (i) lawfully required by any governmental agency; (ii) otherwise required to be disclosed by law; or (iii) necessary in any legal proceeding in order to enforce any provision of this Agreement. The parties agree that they will notify each other in writing within five (5) calendar days of the receipt of any subpoena, court order, or administrative order requiring disclosure of information subject to this non-disclosure provision.

9. User's Authority to Agree to these T&Cs. User represents, warrants and covenants that User has the power and authority to enter into this agreement.

10. Indemnification. User agrees, at his own expense, to indemnify, defend and hold harmless Global Capacity, its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' and experts' fees, arising out of or in connection with the Services, or any links on the Services, including, but not limited to: (i) User or third party using User's computer's use of the Services; (ii) use by someone using User's account; (iii) a violation of the T&Cs by User or anyone using User's computer (or account, where applicable); (iv) a claim that any use of the Services by User or someone using User's computer (or account, where applicable) infringes any intellectual property right of any third party, or any right of privacy or publicity, is libellous or defamatory, or otherwise results in injury or damage to any third party; (v) any deletions, additions, insertions or alterations to, or any unauthorized use of the Services by User or someone using User's computer (or account, where applicable); (vi) any misrepresentation or breach of representation or warranty made by User contained herein; or (vii) any breach of any covenant or agreement to be performed by User hereunder. User agrees to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action, or proceeding attributable to any such claim. Global Capacity reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by User, in which event User will fully cooperate with Global Capacity in asserting any available defence. User acknowledges and agrees to pay Global Capacity's reasonable attorneys' fees incurred in connection with any and all lawsuits brought against User by Global Capacity under the T&Cs and any other terms and conditions of Services on this site, including without limitation, lawsuits arising from User's failure to indemnify Global Capacity pursuant to the T&Cs.

11. Force Majeure. Neither party will be responsible for delays or failure of performance resulting from acts beyond its reasonable control, including without limitation, acts of God, labour disputes, telecommunications failure, riots, and earthquakes.

12. Termination. (a) User may subject to any other written agreement with Global Capacity terminate the T&Cs, with or without cause and at any time, by discontinuing use of the Services and destroying all materials obtained from the Services. (b) User agrees that, subject to any other written agreement they may have with Global Capacity, without notice, Global Capacity may terminate the T&Cs, or suspend

access to the Services, with or without cause at any time and effective immediately. The T&Cs will terminate immediately without notice from Global Capacity if User, in Global Capacity's sole discretion, fails to comply with any provision of the T&Cs. (c) Global Capacity shall not be liable to User or any third party for the termination or suspension of the Services, or any claims related to the termination or suspension of the Services. Upon termination of the T&Cs by User or Global Capacity, User must discontinue use of the Services and destroy promptly all materials obtained from the Services and any copies thereof.

13. **Governing Law.** The T&Cs shall be governed and construed in accordance with the laws of the United States and the State of Illinois, without giving effect to conflicts-of-law principles thereof. User agrees to submit to the personal jurisdiction of the state and federal courts located in Cooke County in the State of Illinois with respect to any legal proceedings that may arise in connection with the Services or from a dispute as to the interpretation or breach of the T&Cs.

14. **United States Export Control & Foreign Assets Control Regulations.** Global Capacity does not represent that materials in the Services are appropriate or available for use in any particular location. Users who choose to access the Services do so on their own initiative and are responsible for compliance with all applicable laws. Software from the Services is subject to U.S. export controls.

15. **Miscellaneous.** User accepts that Global Capacity has the right to change the content or technical specifications of any aspect of the Services at any time in Global Capacity's sole discretion. User further accepts that such changes may result in User being unable to access the Services. The failure of Global Capacity to exercise or enforce any right or provision of the T&Cs shall not constitute a waiver of such right or provision. Any sections of the agreement whose survival would normally be appropriate shall survive any termination of the T&Cs.

16. **Headings.** The section titles in the T&Cs are used solely for convenience and shall have no legal or contractual significance.

17. **Severability.** If any provision of the T&Cs is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the T&Cs will remain in force.

18. **Entire Agreement.** The T&Cs and any other terms and conditions of Services on this site and any written agreement duly executed by User and Global Capacity's authorised signatories, or their successors, constitute the entire agreement between User and Global Capacity and govern use of the Services.