

EXHIBIT D

COHERE COLOCATION SERVICE

This Colocation Service Exhibit ("Exhibit") is based on the following premises:

- Cohere controls a leasehold interest in portions of the telecommunications Colocation Site described in the Service Order;
- Cohere operates the Colocation Site for the placement, operation, and colocation of communications and information technology equipment;
- Customer has requested that Cohere allow it access to certain portions of the Colocation Site as more specifically identified on each Service Order for the purposes of locating certain communications and information technology equipment, cabling and other related activities in such designated portion of the Colocation Site;
- Cohere is willing to provide specified Colocation Service to Customer in the form of (i) a grant to Customer of a revocable license for the access to and use of the Space; (ii) non-exclusive access to the Colocation Site for ingress and egress to and from the Space; and (iii) the provision of other specified support services, all on the terms and conditions set forth in the Agreement and the Service Order(s) executed by Customer.
- Cohere will provide certain connectivity and Colocation Service from Cohere's Colocation Site.

1. Definitions

The following terms shall have the following meanings for purposes of this Exhibit:

A. "Colocation Site" means the location in which Space for Customer Equipment is made available by Cohere.

B. "End User" means any person who accesses, uses, purchases, uploads, downloads, or otherwise interacts with the content, which is located on or distributed by means of the Customer Equipment.

C. "Content" means any electronic data, software, programs, or information provided by Customer and made available to any End User by means of the Customer Equipment, which may include, but is not limited to, advertisements, product information, database records, publications, articles, announcements, news, software services, electronic exhibitions, games and entertainment of various types.

D. "Network" means the TCP/IP-based data communications network (including all hardware, software, telecommunications facilities and equipment) owned, operated and utilized by Cohere, through which End Users may access Customer's Content via the Internet.

E. "Point-of-Presence" or "POP" means a specific location where the Space for the Customer Equipment will be located.

F. "Space" means the area within a Cohere controlled suite, cage, cabinet or rack, provided by Cohere and set aside for Customer Equipment in the Colocation Site.

2. Space Specifics

Cohere grants to Customer, on the terms and subject to the conditions set forth in the Agreement and this Exhibit, a license for access to and use of the Space. The license shall be revocable in accordance with the terms of this Exhibit. Customer acknowledges that other customers and licensees of Cohere will be using the Colocation Site and that Cohere reserves the right to install and maintain conduits, cables and wiring along and adjacent to the ceiling above the Space and, in the case of raised flooring, the floor below the Space.

A. Environment:

Cohere will provide environmentally controlled Space within the Colocation Site in which to house the Customer Equipment. Cohere will adequately condition the air within the Space by maintaining cooling and dehumidification at accepted industry standard levels.

B. Power Requirements:

Cohere will provide redundant main feeds of fused and filtered AC power service 24 hours a day, 7 days a week. Cohere will be responsible for the payment of ongoing power usage fees to the local power utility. Power outages may be required from time to time as power systems are serviced or upgraded. Cohere will use commercially reasonable efforts to inform Customer in advance of any scheduled power outage and the expected duration of the outage. Each room, cabinet or rack will be backed up by Cohere with central UPS (uninterrupted power supply) and backup power system as part of the monthly service fees.

C. Room, Cage, Cabinet, Full Rack, Half Rack & Shelf:

Cohere will provide Space to house Customer Equipment. A "Room" will comprise the entire space of a locked, hard-walled 10' x 11' room. A "Full Cage" will comprise the entire space of a locked 10' x 13' wire mesh enclosed area. A "Half Cage" will comprise the entire space of a locked 5' x 10' wire mesh enclosed area. A "Cabinet" will comprise the entire space available in one (1) Cohere owned lockable freestanding cabinet of the total dimensions 24" W x 36" D x 84" H. A "Full Rack" will comprise the entire space available in one (1) Cohere owned freestanding open rack of the total dimensions 24" W x 81" H. A "Half Rack" will comprise one-half the entire space of a Full Rack (24" W x 40" H). A "Shelf" is a 24" W x 30" D x 9" H Space on a Full Rack in the Public Rack Area. The amount of space provided to Customer will be specified in the Service Order.

D. Customer Access to Space:

While this Service Exhibit is in effect, and provided that

Customer is current in its payment obligations and has not breached any material term under the Agreement, this Exhibit, or the Service Order, Customer's Authorized Personnel shall be permitted to enter onto the Colocation Site and shall have access to the Space to perform the work or services permitted by this Exhibit twenty-four (24) hours per day, seven (7) days per week. Customer shall be liable for the actions of any Authorized Personnel. Authorized Personnel must carry photo-identification for presentation to Cohere or Cohere's agents, employees, or representatives when entering the Colocation Site. The names of Authorized Personnel whom Customer initially authorizes will be set forth in a separate security authorization document and Customer shall keep the list of Authorized Personnel updated and accurate. In addition to the Authorized Personnel, Customer shall designate one person as the primary account contact and shall provide to Cohere the name and contact information for the primary account contact. Customer shall ensure at all times that the primary account contact information is accurate and complete. In no event shall Customer or any agent, representative, contractor or invitee of Customer, including without limitation, Authorized Personnel, have the right to access any portion of the Colocation Site, other than the common areas and the Space. Cohere shall have the right to refuse access to the Colocation Site and Space to anyone in its reasonable sole discretion if it determines that such person presents a hazard or security threat to Cohere or its other customers or if the license granted hereunder has been suspended or terminated. For purposes of this Exhibit, the term "Authorized Personnel" means the persons authorized by Customer to access the Space.

E. Landlord Requests:

Any and all arrangements requiring coordination with the Colocation Site's landlord will be made only through Cohere personnel directly. This includes access to the conference rooms, telecommunications center, freight elevators and/or loading dock area.

3. Equipment

A. Installation and Provisioning: Any delivery, installation, replacement or removal work with respect to any Customer Equipment shall be subject to review and approval by Cohere, such approval not to be unreasonably withheld or delayed. From time to time Cohere may request and Customer shall promptly provide information regarding the Customer Equipment, systems, proposed rack/cabinet layout and cross-connect diagrams, and the identification of Customer's suppliers or contractors. All Customer Equipment and Customer Equipment installations shall strictly adhere to any equipment specifications presented by Cohere. Customer, or its subcontractors as Customer shall designate in writing, shall at its own expense supply, order, install, configure, troubleshoot, and maintain all Customer Equipment, including cabling and termination devices necessary to support Network access and console access to the Customer Equipment. At Customer's option and at its own expense, Customer may order one or more phone lines from a local telephone company for direct dial remote access to the

Customer Equipment, or for dialing out for other reasons. Cohere will provide the necessary cross-connect from its phone closet nearest the Colocation Site to the Space at no additional cost to Customer. Cohere will not provide a telephone line in the Space.

B. Security: Except under specific direction of Customer, Cohere shall not allow its personnel, visitors, guests or others on its premises to open, touch, handle or tamper with the Customer Equipment. However, Cohere does not guarantee security of the Customer Equipment, Content, Space or Network. Cohere requires that the Customer, its employees, agents, and contractors, comply with all Colocation Security Procedures as published and distributed by Cohere, in order to maximize the security of the Network and Space. Customer must establish a password with Cohere for purposes of requesting support services, with respect to Customer Equipment and/or Network connection either by telephone or email. Information detailing password requirements is available in the Cohere Acceptable Use Guidelines. Only individuals identified by Customer in writing to Cohere as Customer Representatives will be permitted to enter the Space, request Services on Customer's behalf, or request support services on Customer Equipment or Customer's Network connection, either by telephone or email. With good cause and at its sole discretion, Cohere may suspend the right of any Customer Representative or other person to visit the facility and/or the Space. Customer shall be solely responsible for any User access security and Network access security. Cohere will reasonably assist in Network security breach detection or identification, but shall not be liable for any inability, failure or mistake in doing so.

C. Domain Name and Network Number: Customer shall arrange for the provision of Domain Name Service ("DNS") for any Customer Equipment it desires to be accessible by hostname to Users over the Internet, or, at its option, Customer may request that Cohere provide DNS only to the extent necessary to provide such access to the Customer Equipment. Customer may use a domain name or subdomain already registered under its business name, or, at Customer's request, Cohere will apply for and maintain DNS for one (1) new domain name per Colocation Site for this purpose, at Customers option. Customer shall be solely responsible for the InterNIC registration and maintenance taxes incurred in connection with each new domain name. Cohere will supply to Customer and route a sufficient number of Classless Inter-Domain Routing (CIDR) host IP addresses from its block of addresses to support Network access to the Customer Equipment. CIDR IP addresses are and shall remain the sole and exclusive property of Cohere and shall reasonably promptly be relinquished by Customer at the termination of Cohere's provision of Colocation Service to allow for reassignment and reuse by Cohere. Cohere shall not supply or route non-CIDR IP addresses.

D. Customer's Support Personnel: Cohere is not responsible to Customer for providing, or for any costs or expenses associated with providing, any administrative, technical, emergency or support personnel or services

necessary for dealing with Cohere or for providing and maintaining Customer Equipment, Content, or access to the Network. In addition to telephonic communication, Cohere will provide one or more email addresses to which Customer's authorized personnel may direct questions, issues or concerns regarding the Colocation Service provided by Cohere.

E. Equipment Access to Network: Each Room, Cage, Cabinet, Full Rack, or Half Rack shall have 10/100 Base-T jacks to connect the Customer Equipment to the Network at the access speed purchased by Customer. Except for such Network access and remote console access provided exclusively for operational purposes as described in this Exhibit, any form of connectivity between the Customer Equipment and any Network or transmission medium other than Cohere is prohibited.

F. Risk of Loss: Customer shall at all times before, during and after the term of Cohere's provision of Colocation Service bear the entire risk of loss, damage, theft, or destruction of the Customer Equipment or any part thereof, from any and every cause whatsoever, except for any loss, damage, theft, or destruction of the Customer Equipment that is directly caused by the gross negligence or intentional misconduct of Cohere.

G. Disconnection: Cohere retains the right to disconnect the Customer Equipment from its LAN and/or from the Network at any time or suspend the provision of Colocation Service if such disconnection is necessary to prevent unlawful or unauthorized use of the Services by the Customer or to prevent service outage or damage to equipment or data belonging to Cohere or to a third party, or damage to the POP or Colocation Site or to any person or property present therein as a result of Customer's use of the Services. Cohere also retains the right to disconnect the Customer Equipment from its LAN and/or from the Network at any time or suspend the provision of Colocation Service due to Customer's uncured breach of the Agreement.

H. Relocation of Equipment: Cohere will not arbitrarily or discriminatorily require Customer to relocate the Customer Equipment to a new Space; however, Cohere shall have the right to relocate the Space within the Colocation Site upon sixty (60) days' advance written notice to Customer or, in the event of an emergency, as determined by Cohere in its sole discretion, with such notice as Cohere may deem reasonable under the circumstances. Relocation of the Customer Equipment, if required by Customer, shall be performed by Customer or its subcontractors at Customer's expense. Cohere is not responsible for Network access disruptions caused by Customer Equipment relocation requirements.

I. Equipment; Infrastructure: This Exhibit shall not in any way convey title or any interest in the infrastructure, systems, equipment, facilities or other property of Cohere (or its affiliates) utilized in connection with the provision of any Service. Customer also acknowledges that: (a) Customer shall not, and shall not permit others to, move, rearrange, disconnect, remove, repair, or otherwise tamper with any equipment supplied by Cohere, without its prior written consent; (b) any

equipment provided by Cohere shall be used solely for the purpose for which it is provided by Cohere; (c) Customer bears the entire risk of loss, theft, destruction or damage to the equipment placed on the Colocation Site by Cohere (except for damage caused directly by Cohere personnel) and shall promptly notify Cohere of any such loss, theft, destruction or damage; (d) in no event will Cohere be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused by, or related to, improper use or maintenance of the equipment provided by Cohere to Customer or its agents; (e) Cohere shall not be responsible for any changes to the Service that cause the Customer Equipment to become obsolete or require modification or alteration; and (h) Customer agrees to permit Cohere to periodically inspect the equipment and remove the equipment from the Colocation after termination or expiration of the Agreement or the Service provided hereunder in relation to which the equipment was provided. Customer shall be solely responsible for the installation, operation, maintenance, use, compatibility of any equipment or software not provided by Cohere and Cohere shall have no responsibility or liability in connection therewith.

J. Customer will not be permitted to utilize the Colocation Site or Space as a work site. Customer may not operate its business out of the Colocation Site or Space or house personnel in the Space. For example, and without limitation, mail deliveries to the Customer may not be sent to the Colocation Site. Any mail addressed to the Customer at the Colocation Site will be refused. Customer must be present to receive any equipment and/or delivery at the Colocation Site, must schedule the receipt of any delivery with the Cohere's local contact at the Colocation Site at least one (1) business day in advance of each delivery, and must ensure that all deliveries occur as scheduled during normal business hours. Customer must provide Cohere personnel with Customer's principal point of contact responsible for handling the delivery and such person's contact information, expected delivery date and time, identity of the shipper and any available tracking information. Cohere will not be responsible in any way for the care of any delivery and shall have no liability whatsoever with respect to any delivery including, without limitation, the handling, mishandling, damage to, misplacement of, and/or theft of any delivery. Deliveries of any kind must be moved away from the loading dock or other receiving area at the Colocation Site within five (5) hours of the delivery. If the delivery has not been moved by a representative of the Customer, Cohere may move the delivery to another site, and will not be responsible for the condition of the delivery, including any equipment delivered. Equipment may not be stored at the Colocation Site unless it is housed within Customer's contracted Space.

4. Customer Use of Space, Equipment Content and Network

A. Ownership of Equipment and Content: Customer intends to support the access and use of its Content by

Users through Network access to the Customer Equipment. All interest in and ownership of the Customer Equipment and the Content including, but not limited to, those portions of the Content that are Customer's trade names, trademarks or service marks, are and shall remain the property of Customer.

B. Network Usage Restrictions: Customer represents and warrants that, to the best of its information and belief, its access of the Network, use of the Customer Equipment, and hosting of the Content are not likely to constitute any violation of, or be used to violate, any laws, rules, regulations, or treaties including any community or Internet policies, practices, or standards. Actions such as, but not limited to, unauthorized use of copyrighted materials, misappropriation of third party intellectual property, and use of the Network, the Customer Equipment, the Content, or any Cohere facilities for defamatory, threatening or obscene purposes are prohibited. Any such violation constitutes grounds for immediate suspension or termination of the Colocation Service upon receipt of written notice to Customer by Cohere specifying such violation.

C. No Backup by Cohere: Cohere will not provide or guarantee any data back-up or data storage of Customer Equipment or Content. Customer is solely responsible for providing any data storage, data back-up, and archival history with respect to the Customer Equipment and its Content. At Customer's request, direction and additional expense, Cohere personnel will exchange back-up tapes within a tape drive located in the Space.

D. Responsibility for its End Users: Customer shall be solely responsible for providing customer services, technical support, pricing and service plans, billing and collection, and any and all other services to its Users and Cohere shall have no obligations whatsoever to any Users.

E. Inspection: Cohere may conduct reasonable inspections of the Customer Equipment and Space as Cohere deems necessary or appropriate.

F. Removal of Equipment: Customer agrees that, upon the expiration or earlier termination of the provision of the Colocation Service for any reason, Customer (or, at Cohere's election, the contractor designated by Cohere) shall promptly remove, at Customer's sole cost and expense, all cable, wiring, connecting lines, and other installations, equipment or property installed or placed by or for Customer in the Space (except any cross-connections within which shall be removed by Cohere), and restore those portions of the Space damaged by such removal to their condition immediately prior to the installation or placement of such items. If Customer fails to promptly remove all such items, Cohere may, at Customer's expense, remove and store such items and restore those portions of the Space damaged by such removal to their condition immediately prior to the installation or placement of such items. Any Customer Equipment not claimed by Customer within ten (10) business days of the expiration or termination of the Colocation Service shall be deemed abandoned and ownership of such equipment shall automatically transfer

to Cohere. Notwithstanding anything to the contrary contained in this Exhibit, Customer shall not be permitted to remove any Customer Equipment from the Space at a time when Customer is delinquent in meeting any of its payment obligations or is in breach of any material term under the Agreement or this Exhibit. Customer will provide Cohere with at least five (5) business days prior written notice before Customer wishes to remove any Customer Equipment from the Space.

5. Charges and Payments

A. Setup Charges:

Cohere will bill, and require full payment from Customer for the Colocation Service setup charges and first month Service fees, all as set forth in Service Order (collectively, "Setup Charges") upon Cohere's acceptance of the executed Service Order. Cohere has no obligation to start installation, configuration, and/or initiation of the Colocation Service unless and until it has received payment in full of all Setup Charges.

B. Recurring Charges:

Cohere will begin billing the monthly recurring charges for Colocation Service on the date that is the earlier of: (a) the Service Activation Date or (b) the date that Customer places any Customer Equipment in the Space. If, however, Customer is unable to use the Colocation Service commencing on the Service Activation Date solely as a result of delays caused by Cohere, then the Service Activation Date shall be extended one day for each day of delay caused by Cohere. Prior to the first day of each month, Cohere will bill Customer for Network services to be provided during the coming month, and for Colocation Services provided in the current month. Cohere's monthly recurring charges do not include any third party charges when Customer provisions additional services from any third party.

C. Customer Charges:

Customer is solely responsible for establishing and collecting the charges, if any, for Content and related services it offers to its customers and Users through the Network and Customer Equipment, and for preparing and mailing invoices to its customers and Users. Customer remains responsible for payment of the total amounts invoiced it by Cohere regardless of whether Customer is paid for Content and related services offered to its customers and Users..

6. Termination of Colocation Service

If, for whatever reason, Cohere or the landlord of the Colocation Site decide at their sole discretion to terminate the lease of the real property in which the POP, Space, and/or Colocation Site is situated, Cohere may terminate the Colocation Service upon sixty (60) days written notice to Customer.

7. Insurance

Customer shall keep in effect such insurance coverages as are set forth below for while it is using the Space in any manner. Customer shall maintain, at its expense, commercial general liability insurance including

coverage for personal injury, bodily injury, death, contractual liability and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Customer's operations. Such coverage shall: (a) contain blanket contractual liability coverage that covers Customer's liabilities arising out of use of the Colocation Service and/or this Exhibit; (b) have a single limit of not less than one million dollars (\$1,000,000), an aggregate limit of not less than two million dollars (\$2,000,000) and include umbrella or excess liability insurance with a combined single limit of not less than three million dollars (\$3,000,000); (c) cover any third parties performing work at the Colocation Site including the Space; (d) name Customer as insured and "Cohere Communications LLC and its affiliates" as additional insured; and (e) be considered primary, regardless of any insurance carried by Cohere. Any policy of insurance covering the Customer Equipment against loss or physical damage shall provide that underwriters have given their permission to waive their rights of subrogation against Cohere, its landlord, and their directors, officers, employees, agents, parents, subsidiaries and affiliates. Customer shall maintain "all risk" property insurance in the full replacement value of the Customer Equipment and personal property in the Space. Customer shall also procure and maintain workers' compensation and employer's liability insurance in accordance with the laws of the state of New York. Employer's liability insurance shall have a limit of not less than one million dollars (\$1,000,000) Bodily Injury Each Accident. All insurance required under this Exhibit shall be issued by insurers rated in "Best's Insurance Guide" with a "General Policyholders Rating" of at least "A-" for "Financial Strength" and a "Financial Size Category" rating of at least X. Such Insurers shall be authorized to do business in the state of New York. Prior to occupying the Space, Customer shall submit to Cohere evidence that Customer has the insurance policies required hereunder in effect and shall provide to Cohere certificates of insurance, with copies of all applicable endorsements attached, to Cohere before the commencement of the Colocation Service and the installation of any Customer Equipment. Customer shall ensure that Cohere receives at least ten (10) business days' prior written notice before any policy is cancelled or materially modified. If any work is to be performed for Customer's improvements to the Space, the certificate shall be delivered by Customer to Cohere prior to commencement of the improvements. If Customer fails to obtain the necessary coverages, Cohere may obtain such coverages at Customer's expense. Customer's property insurance shall include a waiver of subrogation in favor of Cohere. Failure to comply with this Section shall constitute a material breach of this Exhibit. The maintenance of insurance by Customer shall not affect or limit the extent of Customer's liability under the Agreement and/or this Exhibit.

8. Service Adjustments

Cohere warrants that it will use its commercially reasonable efforts to minimize and avoid Network access and connectivity downtime for 99.9% of the hours as an average calculated over each calendar month. If Network access and connectivity to the Customer Equipment is disrupted due to a failure of Cohere's equipment or circuits at the POP within

which the Colocation Site is situated, except for occurrences due to circumstances or events beyond Cohere's control (e.g., a force majeure event as described in the Agreement) or if the Colocation Service is impaired or affected as a result of any act, error, or omission of Customer or Customer's Authorized Personnel, Customer will be entitled to the following credit:

Network Connectivity and Access Availability	Credit Adjustment of Monthly Colocation Service Fee
≤ 99.9%, but >99.0%	5%
≤ 99.0%, but >98.0%	10%
≤ 98.0%, but >97.0%	20%
≤ 97.0%, but >96.0%	30%
≤ 96.0%, but >95.0%	40%
≤ 95.0%	50%

The foregoing credit amounts represent the sole remedy available to Customer for Network access disruptions. In order to be eligible to receive any credit, Customer must notify Cohere in writing within five (5) business days from the date Customer becomes eligible to receive a credit or the credit will be deemed to have been waived.

9. Indemnification

A. Indemnification of Cohere:

CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COHERE AND ITS PARENT, SUBSIDIARIES, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS AGAINST ANY AND ALL THIRD PARTY ALLEGATIONS, CLAIMS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND DISBURSEMENTS), LIABILITY OR SUITS THREATENED, MADE, OR BROUGHT RELATED TO OR ARISING FROM (i) CUSTOMER'S DESIGN, CREATION, PROVISION, DISTRIBUTION OR USE OF INFORMATION AND TECHNOLOGIES IN THE CUSTOMER CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY RELATED COPYRIGHTS, TRADE SECRETS, TRADE NAMES, PATENTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR (ii) CUSTOMER'S OR ITS USERS VIOLATION OR ALLEGED VIOLATION OF ANY LAW INCLUDING, WITHOUT LIMITATION, ANY LAW PROHIBITING OBSCENITY, DEFAMATION, HARASSMENT, OR ANY OTHER LAWS, RULES, REGULATIONS, INTERNET OR OTHER COMMUNITY POLICIES, PRACTICES, OR STANDARDS, OR INTERNATIONAL TREATIES IN EFFECT IN ANY COUNTRY OR JURISDICTION IN WHICH THE CONTENT CAN BE VIEWED OR RETRIEVED: (iii) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER, ITS EMPLOYEE, USER, AGENT, OR CONTRACTOR; OR (iv) ANY DAMAGE TO THE POP OR COLOCATION SITE OR TO ANY PERSONS OR PROPERTY PRESENT THEREIN.

B. Indemnification of Customer:

COHERE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS AND

SUBCONTRACTORS AGAINST ANY AND ALL THIRD PARTY ALLEGATIONS, CLAIMS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND DISBURSEMENTS), LIABILITY OR SUITS THREATENED, MADE OR BROUGHT IN RELATION TO OR ARISING FROM ANY WILLFUL OR INTENTIONAL ACTS OF COHERE, ITS EMPLOYEE, AGENT, OR CONTRACTOR.

10. Warranties Excluded

COHERE MAKES NO WARRANTIES IN CONNECTION WITH ITS NETWORK OR THE PROVISION OF ACCESS OR SPACE AS CONTEMPLATED HEREIN, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ACKNOWLEDGES THAT COHERE DID NOT SELECT, MANUFACTURE OR DISTRIBUTE THE CUSTOMER EQUIPMENT AND THAT CUSTOMER HAS MADE THE SELECTION OF THE CUSTOMER EQUIPMENT BASED SOLELY UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY COHERE.

11. No Lease

Cohere's provision of Colocation Services is not intended to and does not constitute a lease of any real or personal property. In particular, Customer acknowledges and agrees that Customer has not been granted any real property interest in the Colocation Space or other Cohere premises, and Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances.

Customer acknowledges that the rights granted to Customer hereunder do not constitute an easement of or to any portion of the Colocation Site and/or Space. Customer further acknowledges that it has been granted only a license to occupy the Space and that it has not been granted any real property interest in the Space or the Colocation Site. Customer further agrees that none of the Colocation Service, any Service Order, or any interest created herein shall be assigned, mortgaged, subleased, sub-licensed, encumbered or otherwise transferred by Customer by any act or omission on the part of Customer, directly or indirectly, including by way of any transfer of all or any portion of the ownership interests or assets of Customer to a third party, without Cohere's prior written consent. Customer further agrees that neither the Space nor any part thereof shall be used or occupied, nor permitted to be used or occupied, by any entity (including any affiliated entity) other than Customer. Any attempt to allow the use or occupancy of the Space by any entity other than Customer, or to assign, mortgage, sublease, sub-license or encumber any rights under the Agreement or this Exhibit by Customer shall be void and constitute a material breach of the license granted hereby and this Exhibit, unless otherwise agreed to in writing by Cohere.

Mechanics Liens. If any mechanics lien or other liens

shall be filed against the building, the Colocation Site or any property of Cohere, or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for Customer or by reason of any changes, or additions to Cohere property made at the request or under the direction of Customer, Customer shall, within ten (10) business days after receipt of written notice from Cohere either pay in full such lien or cause the same to be bonded off in the manner provided by law. Customer shall also defend on behalf of Cohere, at Customer's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien and Customer shall pay any damage and discharge any judgment entered thereon.

Subordination. All rights of Customer hereunder are and shall be subject and subordinate in all respects to all security interests on the Colocation Site and in the assets of Cohere. This Section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Customer shall promptly execute, acknowledge and deliver any instrument that Cohere or the landlord of the Colocation Site may reasonably request to evidence such subordination. Customer covenants and agrees not to execute any security agreements, Uniform Commercial Code financing statements, chattel mortgages, conditional bills of sale, leases or other title retention agreements or any modifications, extensions, replacement or amendments thereto in connection with the purchase of, or covering or affecting any fixtures, equipment or personal property used at the Colocation Site, except to the extent the same relate only to Customer's property: (a) which does not constitute a fixture or part of the Colocation Site under the laws of New York and (b) the removal of which will not damage the Colocation Site.

In the event of a taking by eminent domain of all or any portion of the Colocation Site so as to prevent, in Cohere's sole reasonable judgment, the utilization by Customer of the Space, the license granted to Customer as set forth in this Exhibit shall terminate as of the date of such taking or conveyance with respect to the Space which is affected by such taking or conveyance, and the monthly recurring charge f be paid by Customer or Colocation Service shall be adjusted accordingly. Customer shall have no claim against Cohere for the value of the unexpired service term or the applicable Service Order affected thereby (or any portion thereof) or any claim or right to any portion of the amount that might be awarded to the landlord of the Colocation Site or Cohere as a result of any such payment for condemnation or damages.

If the Colocation Site is damaged by fire or other casualty, Cohere shall give notice to Customer of such damage as quickly as practicable under the circumstances. Cohere shall have the option to terminate the license granted to Customer as set forth in this Exhibit due to damage or destruction of the Colocation Site and the license to use the Space shall terminate as of the date of such exercise or decision as

to the affected Space, and the monthly recurring charge to be paid by Customer for the Colocation Service shall be adjusted accordingly. If Cohere does not exercise the right to terminate, then Cohere or the landlord will restore the Colocation Site and Space to substantially the same condition it was in prior to the damage, completing the same with reasonable speed considering all of the facts and circumstances. In no event shall Cohere have any obligation to repair or replace any Customer Equipment. If Cohere fails to complete the repair within a reasonable time period under the circumstances, Customer shall thereupon have the option to terminate the Colocation Service with respect to the affected Space, which option shall be the sole remedy available to Customer against Cohere under the Agreement and this Exhibit relating to such failure. If the Space or any portion thereof shall be rendered unusable by reason of such damage, the monthly recurring charge for such Space shall proportionately abate, based on the amount of square footage of the Space which is rendered unusable, for the period from the date of such damage to the date when such damage shall have been

repaired for the portion of the Space rendered unusable.

12. Publicity

Neither party may publicly use the other party's name, domain name, logo, trademarks or service marks for any purpose without the other party's prior written consent, which shall not be unreasonably withheld, delayed, or denied, in each instance on a case-by-case basis. All goodwill associated with Customer's trade name and trademarks will inure solely to Customer. Customer may display the slogan "Powered by Cohere" together with the Cohere logo, or any other Cohere trademark, service mark or logo, on Customer's web sites or marketing literature only after obtaining Cohere's prior written approval on a case-by-case basis, and provided Customer abides by Cohere's trademark guidelines and such other guidelines as Cohere may provide Customer. All goodwill associated with Cohere's trade name, trademarks, slogans and logos will inure solely to Cohere.