



600 Ash Ave., McAllen, Texas 78501 (956) 687-7070

Smartcom Telephone, LLC Security Policies and Procedures for Colocation Services

PURPOSE

The following Security Policies and Procedures apply to all licensees, suppliers, vendors, and others (herein referred to as "Licensees") who colocate in or enter SmartCom Telephone, LLC, or its affiliates' (herein referred to as "Licensor") facilities. Licensor requires reasonable security arrangements to protect its equipment, ensure network reliability, and provide a secure environment for Licensee equipment. Failure to comply fully with all Licensor Security Policies and Procedures may result in the Licensee being denied access to Licensor facilities.

All Licensee's employees, agents and contractors must be trained on, and agree to comply with, the Licensor Security Policies and Procedures for Colocation Services contained within this document.

Licensor reserves the right to permanently remove from and/or deny access to Licensor premises, to any Licensee employee, agent or contractor who violates Licensor's policies, work rules, or business conduct standards, or otherwise poses a security risk to Licensor.

LICENSOR SECURITY POLICIES, CODE OF ETHICS, AND BUSINESS STANDARDS

Basic Responsibility

Wherever this document refers to "Licensee" it also shall include employees, agents, representatives, and contractors of the Licensee. Licensor expects that each Licensee's conduct should at all times reflect favorably upon Licensor and all of its employees, while on Licensor property or premises.

Licensee companies shall instruct their employees that any conduct contrary to this, while on Licensor's property or premises, will not be tolerated. Licensee companies shall take all necessary steps to insure that this policy is enforced. Any individual who violates Licensor's Code of Ethics and Business Standards policy is subject to immediate and permanent removal from Licensor premises. In addition, any illegal activity will be reported to the responsible law enforcement agency.

Identification Badge

All Licensee employees, agents or contractors must wear a picture identification badge issued by the Licensee at all times while on Licensor premises. Any Licensee employee, agent or contractor not wearing a picture identification badge will be denied access to, or removed from, Licensor's premises.

Authorized Colocation Area

All Licensee employees, agents or contractors must remain at all times in the designated area of the facilities to which they are authorized. The Licensee's employees, agents or contractors must not touch, inspect, photograph, video or utilize any equipment or systems to which they are not expressly authorized, including Licensor equipment and the equipment of other third parties.

Intrusion Alarm Systems

In some Licensor facilities, an intrusion alarm system has been installed that protects specific access doors from unauthorized entry. Licensee employees, agents, and contractors, who are authorized access to doors equipped with an intrusion alarm system, will be issued user-specific passwords they must enter in order to prevent the alarm from activating when accessing these doors. Any fines imposed on Licensor, for excessive false alarms caused by Licensee employees, agents or contractors not properly preventing activation of the alarm, will be paid by the Licensee.

Licensor Facilities Telephones

Licensee employees, agents or contractor are not authorized to use Licensor facility telephones

Secrecy of Communications

Secrecy of communication is a fundamental policy of Licensor, and is protected by Federal and State laws that impose severe penalties upon any persons who violate this secrecy. Every communication, of any type, which is transmitted through the facilities of Licensor, is the personal property of the person using the facilities. It is the right of every person using Licensor's services to have the absolute privacy of its communication protected. The substance, content, or nature of every telephone conversation or communication, which is handled for Licensor's subscribers, or the fact that there has been a conversation or communication, is not to be divulged.

A Licensor employee may not use for his/her benefit, or for that of others, any information derived from any conversation or communication from a subscriber, or from records concerning a subscriber. Unauthorized persons are not to be permitted to listen to or view any communication handled. Licensor employee must not monitor any connection more than necessary for its proper supervision. Information regarding equipment, trunks, circuits, cables, and use of facilities, non-published numbers, or ticket records of calls must not be given to any unauthorized person.

Property Protection

Protection of Licensor's investment in equipment, tools, supplies, and vehicles against loss, theft, damage, vandalism, or unauthorized disposal is vitally important. Tools, supplies, materials, telephones and other equipment and facilities are purchased with Licensor funds for Licensor use. They belong to Licensor in every sense, and are not to be used for personal benefit of Licensees. All unused or surplus Licensor owned material must not be removed or disturbed. Telephone equipment must not be installed, moved, rearranged, or removed without a properly authorized service or maintenance order, or other specific instruction. An unauthorized connection to Licensor facilities, which is discovered or suspected, should be reported promptly to the proper authority.

Keys to terminals, buildings, or other facilities may be used only for the purpose intended, in accordance with specific instructions and only by the person whom the key was issued to. Such keys must be safeguarded and protected at all times in accordance with established practices and will be surrendered to Licensor upon demand.

Personal long distance calls are not to be charged to Licensor telephones, nor made on an unauthorized basis from switchboards, test-boards, terminals, or other facilities locations.

Alcohol and Drugs

Licensees must not consume, use, or be under the influence of, alcohol or illegal drugs, while on Licensor property or premises. Licensees cannot possess, furnish, sell, or solicit the sale of any drug contrary to law on Licensor property or premise.

Sexual Harassment

It is the policy of Licensor to provide a work environment free from all forms of sexual harassment. Any unwelcome sexual advances, requests or demands for sexual favors, and other visual, verbal, or physical conduct of a sexual nature constitute sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment /Abuse - No Tolerance

It is the responsibility of Licensees to be aware of how their behavior, both physical and verbal, is affecting the people whom they interact with while on Licensor property and/ or premises. They should eliminate behavior (including teasing and joking) that a reasonable person would find intimidating, hostile, or offensive.

Harassment or abuse of Licensor employees, contractors, customers or the general public is unacceptable and will not be tolerated. Examples of inappropriate physical behavior include acts of violence (hitting, shoving, punching, tripping, pinching, etc.). Examples of inappropriate verbal behavior include threats, sexual comments, and foul language directed at another person, and threatening notes.

Firearms, Explosive Devices, Weapons, or Dangerous Materials

Licensees cannot possess or transport firearms, explosive devices, weapons, or dangerous materials while on Licensor property or premises.

Dress Attire

Licensor's dress policy is designed to consider the type of work performed and insure a safe work environment. Although it is not feasible to list every type of attire that is acceptable or unacceptable, the following are general guidelines. Examples of appropriate attire include closed-toed shoes or boots, neat clean jeans, slacks, and shirts. Examples of inappropriate attire include shorts, sandals and any clothing that is worn, torn, revealing, or generally unprofessional in appearance. T-shirts with logos or designs should not be offensive or inappropriate.

Licensor Investigation Procedures

Licensor reserves the right to interview any Licensee, agent or contractor as part of an official Licensor investigation. The Licensee and its contractors will cooperate fully with Licensor's investigation into allegations of wrongdoing or criminal conduct committed or witnessed by, or involving in any way, the Licensee, their agents or contractors.

Further, Licensor reserves the right to bill the Licensee for the expenses and labor costs of the investigation, as well as for the value of any Licensor property removed or damaged, if it is reasonably proved that the Licensee, their agents or contractors were responsible for the alleged act(s).

Any criminal (theft, vandalism, assault, etc.) or non-criminal (EEO complaints, etc.) allegation made by a Licensor employee or contractor involving a Licensee, their, agent or contractor will be investigated by

Licensors according to their established internal procedures.

Any criminal allegation (theft, vandalism, assault, etc.) made by a Licensor employee, agent or contractor is to be reported to the local law enforcement agency and Licensor's representative.

Allegations of non-criminal wrongdoing (e.g., EEO complaints, etc.) made by a Licensor employee, agent or contractor should be reported to Licensor's Colocation representative. Licensor will cooperate fully with any law enforcement investigation and will conduct its own investigation, if necessitated, by their established internal procedures.

ACCESS TO LICENSOR FACILITIES:

Access to Licensor network facilities is governed by whether the Colocation premises are or are not physically separated from the Licensor equipment space.

Definition of Badged Representative

"Badged Representatives" are those employees, agent's contractors or other representatives of Licensee who received access badges from Licensor after completing the authorization process. Badges will be provided, in the discretion of Licensor, to those representatives of Licensee who are mission essential and have a need for frequent access to the operational facility. Badge issuance per facility is limited to two (2) Licensee agents, employees, or contractors at any one time. Licensees desiring this type of access must first provide a Letter of Signature Authorization (Exhibit 1) to Licensor listing those employee(s) authorized to act as the Licensee's representative. The Letter of Signature Authorization must be on file with Licensor's Network Operations' Security Access Center prior to submission of the "Licensee Access Request" form (Exhibit 2). The Licensee must complete the "Licensee Access Request" form. This form must be completed and signed by the requestor and the authorized representative of the Licensee for each of its employees, agents or contractors requesting Badged Representative Status at any Licensor Colocation facility. The "Licensee Access Request" form must be received and approved by Licensor before an access card is issued to the Licensee's employee, agent, or contractor.

Physically Separated Colocation Facilities

At Facilities in which the Licensee colocation is physically separated from the Licensor equipment, the Badged Representative may have 24 hour a day access, 365 days a year. Up to two (2) non-Badged Representatives may access the facility at any given time, when accompanied by a Badged Representative, if prior approval is received from Licensor's NOC by submitting a Site Visit Request (Exhibit 3).

Non-Physically Separated Colocation Facilities

At facilities in which the Licensee colocation is not physically separated from Licensor equipment (i.e.— the equipment is in common space with no physical barriers preventing access from one to the other), non-emergency access will be limited to normal working hours of the facility, and only after receiving permission from Licensor's NOC at least 48 hours in advance. During these hours and with advance approval as required, Badged Representatives may have non-escorted access to their colocation space. Up to two (2) non-Badged Representatives may be present during these normal working hours, if accompanied at all times by a Badged Representative and if approved by Licensor's NOC at least 48 hours in advance (Exhibit 3). For emergency after hour's access, Badged Representatives may have access and may be accompanied by up to two (2) non-Badged Representatives. For after hour access, the Badged Representatives must notify and receive the permission of Licensor's NOC before entering the facility. **At any time, Licensor may choose to require Licensee to have escorted access to the facilities.** In such event, Licensee shall pay

Licensor charges for such access, which may include minimum call-out times, and night, weekend, and holiday differentials or multipliers. Rates for escorted access will be Licensor's then standard rates. All such rates are subject to increase over the term of this License but shall increase no more frequently than once per calendar year. At all times, Licensee personnel access is limited to Licensee colocation space and any common space, the access of which is absolutely required to gain entrance to the Licensee colocation space. No other common space or space occupied by Licensor or any third party may be entered. Any violation of this rule will create a trespass and constitute a breach of this agreement.

LICENSOR ACCESS CARD POLICY

Access Card Issuance Process

- The Licensee must provide a letter of Signature Authorization (Exhibit 1) to Licensor's Security Access Center prior to submitting the "Licensee Access Request" forms (Exhibit 2).
- The "Licensee Access Request" form (Exhibit 2) will be included in the Colocation Services Packet provided by Licensor's representative to the Licensee.
- The Licensee's authorized representative ensures the form is completed and signed by each Licensee's employee, agent or contractor requiring access to each specified Licensor facility.
- The completed form is to be returned to the Licensor's Security Access Center at 600 Ash Ave., McAllen, Texas 78501.
- Licensor's Security Access Center reviews the information provided on the Licensee Access Request form and either approves issuance of access cards or returns the incomplete forms to the Licensee's representative for additional information.
- Licensor's Security Access Center representative distributes the access cards to the Licensee's authorized representative.
- The Licensee's authorized representative issues the access cards assigned to each of its employees, agents or contractors.

Licensee's Responsibilities for Access Cards and Keys

- The Licensee is responsible for all access cards and keys issued to its employees, agents and contractors. No keys or cards will be duplicated. No keys or access cards will be given to any person who has not been certified for access to Licensor facilities.
- Keys and access cards must be returned to Licensor upon request. Keys and access cards must also be returned to Licensor when the Licensee's employee, agent or contractor, who was originally issued the key or access card no longer needs the key or access card (is no longer employed by Licensee or contractor, or no longer performs work functions in Licensor facilities). All keys and access cards must be returned to Licensor upon termination of the Colocation License.
- The Licensee must notify Licensor immediately (verbally and in writing) when keys and access cards are lost or stolen. Under conditions where the loss of keys or access cards by the Licensee requires, in Licensor's opinion, re-combination of locks, or reconfiguration of the access control system, and/or issuance of new keys and access cards, the cost of labor and material will be charged to the Licensee at Licensor's discretion.
- Upon Licensor's request, the Licensee is required to perform a key and/or access card audit to

verify that only authorized Licensee employees, agents and contractors are in possession of the keys and/or access cards originally issued and assigned to them.

Exhibit 1

COMPANY LETTERHEAD

_____, 2008

SmartCom Telephone
Attention: Security Access Center
600 Ash Ave.
McAllen, Texas 78501

SUBJECT: SIGNATURE AUTHORIZATION – SMARTCOM
TELEPHONE, LLC LICENSEE ACCESS REQUEST
FORM

Effective with this letter, the following (insert Licensee company name) personnel are authorized for signature approval on the above form:

This letter supersedes earlier authorization and the employees listed should be the only ones with signature authorization. Should you have any questions please feel free to contact xxxxxx at 999-999-9999.

Signed by Authorized Company Representative

Exhibit 2
LICENSEE ACCESS REQUEST

Date:	Existing Card Access: Yes ___ No ___ If yes, fill in stamped number found on back of current card.	Stamped Card #
Applicant Name (Please Print Your Legal Name)	Check One New Change Delete ___ Lost Defective	
Last	First	MI
Work Address	Room	Phone ()
City	State	ZIP Cardholder Signature:
Licensee Company Name (Please Print below)	Access will expire upon written request of Licensee.	
	Contract Expiration Date:	
Colocation Location Address If additional addresses use Page 2	City	State
Days Of Access: ___ Su ___ M ___ T ___ W ___ Th ___ F ___ Sa ___ Daily from ___ to ___ or ___ 7x24		
Note: Incomplete forms cannot be processed and will be returned.		

Ship to Address (address where access devices are to be shipped as requested by LICENSEE representative)

NAME	
ADDRESS	
CITY, STATE, ZIP	

LICENSEE SECURITY ACKNOWLEDGEMENT

I, _____, the undersigned, do hereby affirm the following: [must have the authority for acknowledgement]
[PRINT CLEARLY]

- I am employed by _____ as _____.
[NAME OF LICENSEE] [JOB TITLE]
- I am a management employee of the colocating Licensee named above.
- A criminal history investigation has been performed on each employee listed above in all states/counties in which he/she has resided for the past five years.
- The criminal history investigation(s) revealed no felony convictions for the five years prior to the date of his/her application or the effective date of my company's contract with Licensor, whichever is later.
- I have attached to this document a record of any and all misdemeanor convictions found for each employee listed above.
- The employee listed above has reviewed and will adhere to the Licensor Security Policies and Procedures provided by Licensor
- No employee listed above was previously discharged for cause from Licensor (if a previous Licensor employee.)
- No employee listed above has been removed from Licensor property for cause.
- I understand the information I have provided in this acknowledgement will be used to determine whether or not Licensor will grant the employee listed above access to its property. I further understand Licensor reserves the right to deny the employee listed above access to its facilities based on the information I have provided herein based upon information subsequently obtained or based upon subsequent events.
- I will notify Licensor if the badge is lost or the cardholder's employment is terminated.

(Authorized Colocator's Representative)

(Telephone No.)

(Date)

Licensor SAC Approval Signature	
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SITE VISIT REQUEST

ROUTING INFORMATION

1. Requestor to complete sections 1 and 2.
2. Requestor submits form electronically to the Authorized Colocator Representative
3. Authorized Colocator Representative submits request to Smartcom Telephone, LLCs Security Access Center at least 72 hours in advance of requested visit date.
4. Smartcom Telephone, LLCs Security Access Center completes section 3, including special instructions (i.e. contact information, etc.) and forwards copy of completed and approved request to initiator.

1. REQUESTOR INFORMATION: <i>(Authorized Licensee Representative)</i>		
NAME (Last, First, MI):	PHONE NUMBER:	
	PAGER/CELL NUMBER:	
REASON FOR VISIT:		
2. VISITOR INFORMATION):		
NAME:	COMPANY NAME:	BEST CONTACT NUMBER:
	<input type="checkbox"/> _____ <input type="checkbox"/>	
DATE OF VISIT:	PREFERRED TIME OF VISIT: A.M. P.M.	LENGTH OF VISIT: Hrs.
SITE(S) TO BE VISITED:		
3. SPECIAL INSTRUCTIONS:		
SmartCom Telephone Escort needed: YES NO <i>(circle one)</i>		
SmartCom Telephone Escort Assigned: Name _____ Contact Number: _____ _____		
Initials:		
Licensee _____		
Licensor _____		