ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "***Agreement***"), dated as of January 23, 2004, is made by and among CABLE & WIRELESS USA, INC., a Delaware corporation ("***CWUSA***"), and CABLE & WIRELESS INTERNET SERVICES, INC., a Delaware corporation ("***CWIS***," and together with CWUSA and CWIS and their subsidiaries set forth on Annex I attached hereto, "***Sellers***"), and SAVVIS ASSET HOLDINGS, INC., a Delaware corporation ("***Buyer***"), a wholly-owned subsidiary of Savvis Communication Corporation. Capitalized terms used in this Agreement are defined or cross-referenced in Article 15.

BACKGROUND INFORMATION

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer, the Acquired Assets, in a sale authorized by the Bankruptcy Court pursuant to, inter alia, sections 105, 363, and 365 of the Bankruptcy Code;

WHEREAS, it is intended that the acquisition of the Acquired Assets would be accomplished through the sale, transfer and assignment of assets by Sellers that own or lease such Acquired Assets;

WHEREAS, Buyer also desires to assume, and Sellers desire to assign and transfer to Buyer, the Assumed Liabilities; and

WHEREAS, Sellers either have filed or will file the Chapter 11 Cases.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer hereby agree as follows:

ARTICLE 1
PURCHASE AND SALE OF THE ACQUIRED ASSETS

1.1. Transfer of Acquired Assets. At the Closing, and upon the terms and conditions herein set forth, Sellers shall sell to Buyer, and Buyer shall acquire from Sellers, free and clear of all liens, other than Permitted Liens (but free and clear of the Permitted Liens of the type defined in subsection (ii) of the definition of Permitted Liens), all of Sellers' right, title and interest in, to and under all of the assets, property, rights and claims of Sellers other than the Excluded Assets (the "***Acquired Assets***"), including without limitation the following:

(a) the real property owned by any Seller and listed by address on Schedule 1.1(a) of the disclosure schedule accompanying this Agreement (the "***Disclosure Schedule***"), together with any Improvements erected thereon (the "***Owned Real Property***");

ARTICLE 12
CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES

12.1. Conditions Precedent to Performance by Sellers and Buyer. The respective obligations of Sellers and Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver (other than the condition contained in Section 12.1(a), the satisfaction of which cannot be waived), on or prior to the Closing Date, of the following conditions:

(a) Sale Order. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date.

(b) Antitrust and Regulatory Approvals. The applicable waiting periods for the transactions contemplated under this Agreement under the HSR Act, and any other Antitrust Law shall have expired or terminated and the Regulatory Approvals shall have been obtained; provided, however, that an objection filed with the Federal Communications Commission by any state public utility commission or other state governmental agency to the consent or approval of the Federal Communications Commission to any of the transactions contemplated hereby shall not constitute a failure to obtain the requisite Regulatory Approvals.

(c) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement or the Deposits Escrow Agreement invalid or unenforceable in any respect or that prevents the consummation of the transactions contemplated hereby or thereby shall be in effect.

12.2. Conditions Precedent to Performance by Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived by Sellers in their sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date (or, if made as of a specific date, at and as of such date), and Sellers shall have received a certificate dated the Closing Date and signed by the President or a Vice President of Buyer to that effect.

(b) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Purchase Price in accordance with the terms of this Agreement, which obligation shall be performed in all respects as required under this Agreement), and Sellers shall have received a certificate dated the Closing Date and signed by the President or a Vice President of Buyer to that effect.

(c) Buyer's Deliveries. Buyer shall have delivered, and Seller shall have received, all of the items set forth in Section 3.3 of this Agreement.

12.3. Conditions Precedent to the Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Sellers. The representations and warranties made by Sellers in Article 4 of this Agreement shall be true and correct as of the Closing, in each case as though made at and as of such time (or, if made as of a specific date, at and as of such date), except to the extent such failures to be true and correct do not constitute a Material Adverse Effect, and Buyer shall have received a certificate dated the Closing Date and signed by the President or a Vice President of each of Sellers to that effect.

(b) Performance of the Obligations of Sellers. Sellers shall have performed in all respects all obligations required under this Agreement to be performed by them on or before the Closing Date, except for such failures to perform as do not constitute a Material Adverse Effect, and Buyer shall have received a certificate dated the Closing Date and signed by the President or a Vice President of each of Sellers to that effect.

(c) No Material Adverse Effect. Except as contemplated by this Agreement or by the matters identified in the schedules to this Agreement, there shall not be in existence on the Closing Date any state of facts that has had, or would reasonably be likely to have, any Material Adverse Effect.

(d) Sellers' Deliveries. Sellers shall have delivered, and Buyer shall have received, all of the items set forth in Section 3.2 of this Agreement.

(e) Consents. Subject to Section 1.5 of this Agreement, any consent required to be obtained to permit the transfer and assignment of any material Acquired Asset, including any right to use any material Intellectual Property under the Assigned Contracts shall have been obtained.

12.4. Escrow Closings: Management Agreement. Notwithstanding anything set forth in this Agreement, upon the satisfaction or waiver by the appropriate party of all of the conditions set forth in Article 12 other than with respect to the receipt of the Regulatory Approvals set forth in Section 12.1(b), the following shall occur (and the relevant actions required by Article 3 hereof shall be modified as follows): (a) Buyer shall deposit the Cash Payment of the Purchase Price and the Seller Note into the Closing Escrow Account (the "***Closing Escrow Account***") pursuant to the Closing Escrow Agreement (the "***Closing Escrow Agreement***") in the form attached hereto as Exhibit F; (b) the Acquired Assets and Assumed Liabilities shall be operated pursuant to the Management Agreement having the terms set forth in Exhibit C; and (c) subject only to the terms of the Management Agreement and the terms of Sections 12.4(a) and (b) below, the Closing (as such term is used in this Agreement) shall be deemed to have occurred at

the Regulatory Escrow Closing, including for purposes of finalizing the obligations of each party hereunder to consummate the transactions contemplated hereby and eliminating any rights of any party to terminate this Agreement.

(a) First Escrow Closing. Upon receipt of approvals required by clause (1) of the definition of Regulatory Approvals, the First Escrow Closing (the "***First Escrow Closing***") shall occur and all Acquired Assets and Assumed Liabilities other than the Acquired Assets and Assumed Liabilities relating to the Private Line Network Business (as such term is defined in the Management Agreement) shall no longer be subject to the Management Agreement and shall be formally transferred to the Buyer (and the relevant Assigned Contracts shall be assumed by Sellers and assigned to Buyer), and 95% of the amounts in the Closing Escrow Account (comprised of proportional amounts of cash and of the principal amount of the Seller Note, in each case together with any accrued but unpaid interest thereon,) shall be released from the Closing Escrow Account and delivered to Sellers pursuant to the Closing Escrow Agreement.

(b) Second Escrow Closing. Upon receipt of the approvals required by clause (2) of the definition of Regulatory Approvals, the Second Escrow Closing (the "***Second Escrow Closing***") shall occur and all Acquired Assets and Assumed Liabilities relating to the Private Line Network Business shall no longer be subject to the Management Agreement and shall be formally transferred to the Buyer (and any remaining Assigned Contracts shall be assumed by Sellers and assigned to Buyer), and all remaining amounts in the Escrow Account shall be released from the Closing Escrow Account and delivered to Sellers pursuant to the Closing Escrow Agreement.

ARTICLE 13
TERMINATION AND EFFECT OF TERMINATION

13.1. Right of Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated only as provided in this Article 13. In the case of any such termination, the terminating party shall give notice to the other party specifying the provision pursuant to which the Agreement is being terminated.

13.2. Termination Without Default.

(a) This Agreement may be terminated at any time before Closing:

(i) by mutual written consent of Sellers and Buyer;

(ii) by Buyer, on any date that is more than 180 days after the date hereof (the "***Buyer Termination Date***"), if the Closing has not occurred on or before such date; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 13.2(a)(ii) if Buyer's failure to fulfill any of its obligations under this Agreement is the reason that the Closing or the Auction has not occurred on or before said dates;

(iii) by Sellers, on any date that is more than 120 days after the date hereof (the "***Sellers' Termination Date***"), if the Closing has not occurred on or

14.19. Construction. Unless the context of this Agreement otherwise requires, (i) words of any gender include the other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby," and derivative or similar words refer to this entire Agreement as a whole and not to any other particular Article, Section or other subdivision, (iv) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (v) "shall," "will," or "agrees" are mandatory, and "may" is permissive, and (vi) "or" is not exclusive.

14.20. Currency. Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in United States currency.

14.21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

14.22. Apportionment. Any payments made by Buyer to the Sellers' Account shall be allocated or apportioned among the Sellers as the Sellers so direct.

ARTICLE 15
DEFINITIONS

15.1. Certain Terms Defined. As used in this Agreement, the following terms shall have the following meanings:

"***Affiliate***" means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

"***Alternative Transaction***" means a transaction or plan of reorganization involving a sale of all or substantially all of the Business or the Acquired Assets, whether directly or indirectly through a sale of equity (by merger, consolidation or otherwise) or claims by Cable and Wireless plc, to a party other than Buyer Parent or any of its Affiliates.

"***Ancillary Agreement***" means any of the Separation Agreement, the Apollo Agreement, the Plc Transition Services Agreement or the CWA Transition Services Agreement.

"***Apollo Agreement***" means that certain Asset Purchase Agreement dated as of September 17, 2003 between the CWUSA and Cable & Wireless America Systems, Inc.

"***Auction***" means the auction conducted by Sellers pursuant to the Bidding Procedures Order.

"***Bandwidth Costs***" means costs for network circuits that are shared, supporting multiple products and customers. These costs will include, among other things, entrance facilities, leased long haul backbone circuits, upstream costs and leased local interconnect circuits, it being understood that duplicate costs associated with network IRU's are specifically excluded.

"***Bankruptcy Code***" means title 11 of the United States Code.

"***Bankruptcy Court***" means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Cases originally administered in the United States Bankruptcy Court of the District of Delaware.

"***Business***" means the business of providing network and hosting services as conducted by Sellers and their respective Subsidiaries on the date hereof and encompassing the business operations, including all customer relationships, as well as any other business operations related to maintaining such customer, relationships and business operations (including managed and professional services businesses) described above, but excluding any business operations, customer relationships, assets or liabilities of Sellers or any of their respective Subsidiaries outside the United States (other than as set forth in Section 1.1(t)).

"***Business Day***" means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York, New York are authorized by Law or other Governmental action to close.

"***Chapter 11 Cases***" means, collectively, the cases commenced and to be commenced by Sellers under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

"***Clayton Act***" means title 15 of the United States Code §§ 12-27 and title 29 of the United States Code §§ 52-53, as amended.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Collocation Costs***" means any property costs related to ongoing collocation sites.

"***Consent***" means any consent, approval, authorization, qualification, waiver or notification of a Government or notification of a customer, as required by a Government.

"***Continuing IDCs***" means the fifteen data centers listed and referred to as such on Schedule 1.1(a) and Schedule 1.1(b).

"***Continuing N3 Nodes***" means the fifteen nodes listed and referred to as such on Schedule 15.1A.

"***Contract***" means any written or oral contract, agreement, license, warranty, sublicense, lease, sublease, mortgage, instruments, guarantees, commitment, undertaking or other similar arrangement, whether express or implied.

"***Deposit Escrow Agreement***" means the escrow agreement by and between Buyer and Sellers, dated as of January 16, 2004.

"***Employee Benefit Plan***" means (i) any "employee benefit plan" (as such term is defined in ERISA §3(3)) and (ii) any other profit-sharing, deferred compensation, bonus, pension, retirement, severance, health, welfare or incentive plan, contract, commitment, program, policy, arrangement or practice, in each case maintained, sponsored or contributed to by Sellers.

"***Environmental Laws***" means all currently existing federal, state, provincial, municipal, local and foreign statutes, ordinances, rules, Orders, regulations and other provisions having the force of law regarding pollution or protection of the environment.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended.

"***ERISA Affiliate***" means any entity treated as a single employer with Sellers pursuant to Section 414 of the Code.

"***Escrow Agent***" means the escrow agent under the Deposit Escrow Agreement and the Escrow Closing Agreement.

"***Government***" means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, Canada, any state or province thereof or any foreign government, including the employees and agents thereof or private entities authorized by such government authorities.

"***Hazardous Materials***" means and includes any hazardous or toxic substance or waste or any contaminant or pollutant regulated under Environmental Laws, including, but not limited to, "hazardous substances" as currently defined by the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, "hazardous wastes" as currently defined by the Resource Conservation and Recovery Act, as amended, natural gas petroleum products or byproducts and crude oil.

"***Hosting MRC Net Revenues***" means contracted recurring Net Revenues relating to hosting services (including, but not limited to, the Business' infrastructure, managed services and connectivity product offerings) (i) provided in the Continuing IDCs or (ii) from one of the Business' data centers other than the Continuing IDCs or one of the data centers of Buyer or any of its Affiliates, but for which the customer has contracted (provided that Buyer has operated in the Ordinary Course of Business) within 90 days after the Closing Date to migrate such revenue within a three month period from the date the customer so contracts to one of the Continuing IDCs.

"***Hosting NRC Net Revenues***" means (i) non-recurring Net Revenues relating to certain consulting, other managed hosting services, or equipment sales in the Continuing IDCs plus (ii) Net Revenues related to the Content Delivery Network product offering; provided, however, that for purposes of calculating Total Run-Rate Revenues, the amount of Hosting NRC Net Revenues included therein shall not exceed the lesser of (x) the actual amount of such revenue and (y) $4,500,000.

"***HSR Act***" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"***Improvements***" means the buildings, improvements and structures now existing on the Real Property or demised under the Real Estate Leases.

"***Intellectual Property***" means all copyrights, patents, service marks, trademarks, trade names, domain names, industrial models, trade secrets, mask work rights, any applications and registrations for any of the foregoing, and any other proprietary intellectual property rights.

"***IP Revenues***" means recurring Net Revenues relating to the Business' Internet Protocol network service offering for data traffic originating in the Continuing N3 Nodes; provided, however, that any revenue provided by Cable and Wireless plc (or any of its Affiliates other than Sellers) for IP services shall be included in the calculation to the extent contracted for a minimum of two years, it being understood that the revenues shall be counted on a cumulative basis, meet existing CWA SLA targets and be priced at a market rate.

"***Knowledge of Sellers***," "***Sellers Knowledge***" or any other similar term or knowledge qualification means the actual knowledge, after reasonable inquiry, of William Ginn, Paul Miszler, Tim Caulfield, Clint Heiden, Theresa Hennesy, Nick Bacon, Jim Pitchford, Cheryl Houser, Siobhan DeLeeuw or Suzanne Colvin.

"***Lien***" means any mortgage, pledge, charge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement.

"***Material Adverse Effect***" means any state of facts, event, change or effect that, individually or in the aggregate, results in a material adverse effect on the combined operations of the Business but excluding any state of facts, event, change or effect caused by events, changes or developments relating to (i) Cable and Wireless plc's announcement of its intention to exit the U.S. market; (ii) the transactions contemplated by this Agreement or the announcement thereof; (iii) changes or conditions affecting the industries of which the Business is a part generally; (iv) changes in economic, regulatory or political conditions generally; or (v) any act(s) of war or of terrorism.

"***Measurement Month***" means (i) if the date on which the Closing occurs is on or before the fifteenth day of any month, the nearest full month immediately preceding the month in which the Closing occurs, or (ii) if the date on which the Closing occurs is after the fifteenth day of any month, the month in which the Closing occurs; provided that if the Closing occurs on or before January 15, 2004, the Measurement Month shall be January 2004.

"***Minimum Consideration***" means the sum of (i) the portion of the Cash Payment actually received by Sellers after all reductions are made pursuant to Section 14.4 and (ii) the face amount of the Seller Note after all reductions pursuant to Section 14.4.

"***Multiemployer Plan***" has the meaning set forth in ERISA §3(37).

"***Net Revenue***" means revenue (net of reserves) earned in accordance with generally accepted accounting principles and the policies of the Seller, excluding revenue earned, or with to which services have been, or are to be, performed in a period other than the month with respect to which such revenues are measured.

"***Ordinary Course of Business***" means the operation and conduct of the affairs of an enterprise with the objective of:

(i) preserving and protecting goodwill and client, customer, supplier and employee relationships; and

(ii) refraining from entering into any agreements, understandings or arrangements that (A) accelerate revenue from one period to an earlier period; (B) defer expenditures (capital or otherwise), expenses or commitments from one period to a later period; (C) generate revenue in a particular period that but for such agreement, understanding or arrangement would not have been generated and which agreement, understanding or arrangement would not have been made by an enterprise operating as a going concern and in a manner that is intended to generate long-term, sustainable relationships with clients, customers, suppliers and employees; and (D) provide incentives or other compensation to employees, agents, customers, clients or suppliers to do any of the foregoing.

"***Permitted Assignee***" means XO Communications or one of its direct or indirect wholly-owned or controlled subsidiaries.

"***Permitted Liens***" means: (i) Liens securing, or included in the, Assumed Liabilities; (ii) Liens that will attach to the proceeds of this sale under this Agreement pursuant to section 363 of the Bankruptcy Code or that will not survive the Closing; (iii) such covenants, conditions, restrictions, easements, encroachments or encumbrances, or any other state of facts, that do not materially interfere with the present occupancy of the Real Property or the use of such Real Property as it has been used by Sellers in the Business prior to the Closing Date; (iv) zoning, building codes and other land use laws regulating the use of occupancy of Owned Real Property or the activities conducted thereon which are imposed by any governmental authority having jurisdiction over Owned Real Property; (v) a lessor's interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor's interest in, property underlying any of the Real Estate Leases; (vi) Liens that individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect.

"***Person***" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

"***Private Line Net Revenues***" means recurring Net Revenues relating to the Business' private line network service offering for network traffic originating in the Continuing N3 Nodes; provided, that for purposes of calculating Total Run-Rate Revenues, the amount of Private Line Net Revenues shall not exceed the lesser of (x) the actual amount of such revenue and (y) $950,000.

"***Registered Intellectual Property***" means any Intellectual Property registered with, or issued by, any Government, including any applications therefor.

"***Regulatory Approvals***" means, subject to the proviso in the parenthetical at the end of Section 12.1(b), (1) requisite approvals and/or notifications with respect to assignment of licenses, new licenses where required, and transfer of customers by the Federal Communications Commission and (2) any requisite approvals by state public utility commissions and/or notifications with respect to assignment of licenses, new licenses where required, and transfer of

customers that, if not obtained, would, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

"***Related Person***" means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers, Affiliates or representatives of any such Person.

"***Rule***" or "***Rules***" means the Federal Rules of Bankruptcy Procedure.

"***Separation Agreement***" means the Separation Agreement, dated September 17, 2003, by and among Cable and Wireless plc, Cable & Wireless Americas Operations, Inc., Cable & Wireless Holdings, Inc., CWUSA and CWIS, together with all schedules, exhibits, amendments and supplements thereto and thereof.

"***Sherman Act***" means title 15 of the United States Code §§ 1-7, as amended.

"***Subsidiary***" means, with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person or Persons shall be allocated a majority of partnership, limited liability company, association or other business entity gains or losses or shall be or control the managing director or general partner of such partnership, limited liability company, association or other business entity.

"***Tax Return***" means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

"***Taxes***" means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which taxes shall include all income taxes, Transaction Taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise, franchise, gross receipts, occupation, real and personal property, stamp, transfer, workmen's compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other obligations of the same or a similar nature, whether arising before, on or after the Closing Date.

"***Total Run-Rate Revenues***" means the sum of Hosting MRC Net Revenues, Hosting NRC Net Revenues, IP Revenues, and Private Line Net Revenues (collectively, the "Four

Revenue Streams") as calculated for the Measurement Month. The calculation of each of the Four Revenue Streams shall be based upon GAAP applying Staff Accounting Bulletin No. 101 of the Securities Exchange Commission. For purposes of calculating each of the Four Revenue Streams, the classification of product offerings and customers included in such calculation shall be consistent with the Sellers' Management Revenue Forecast listed on Schedule 15.1B.

"***WARN Act***" means the Worker Adjustment and Retraining Notification Act of 1988, as amended.

15.2. All Terms Cross-Referenced. Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Accounts Payable	1.3(a)
Accounts Receivable	1.1(f)
Acquired Assets	1.1
Adjustment Date	11.1(b)
Affiliate	15.1
Agreement	*Preamble*
Allocation Schedule	11.5
Alternative Transaction	15.1
Ancillary Agreement	15.1
Antitrust Approval	10.2
Antitrust Law	10.2
Apollo Agreement	15.1
Assigned Contracts	1.1(i)
Assumed Liabilities	1.3
Auction	15.1
Bandwidth Costs	15.1
Bankruptcy Code	15.1
Bankruptcy Court	15.1
Business	15.1
Business Day	15.1
Business Employee	4.18
Business Records	1.1(n)
Buyer	*Preamble*
Buyer Termination Date	13.2(a)(ii)
Cash Payment	2.1
Chapter 11 Cases	15.1
Claim Group	14.6
Claim Over	14.6
Claims	1.2(h)
Clayton Act	15.1
Closing	3.1
Closing Date	3.1
Closing Escrow Account	12.4

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

SAVVIS ASSET HOLDINGS, INC.

By: _____

Name: Grier C Raclin

Title: Chief Legal Officer

CABLE & WIRELESS USA, INC.

By: _____

Name: _____

Title: _____

CABLE & WIRELESS INTERNET SERVICES, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

SAVVIS ASSET HOLDINGS, INC.

By:_____

Name:_____

Title:_____

CABLE & WIRELESS USA, INC.

By:_____

Name: John S. Dubel

Title: Chief Executive Officer

CABLE & WIRELESS INTERNET SERVICES, INC.

By:_____

Name: John S. Dubel

Title: Chief Executive Officer

AMENDMENT NO. 1 TO

ASSET PURCHASE AGREEMENT

By and Among

CABLE & WIRELESS USA, INC., and

CABLE & WIRELESS INTERNET SERVICES, INC.,

AS SELLERS

And

SAVVIS ASSET HOLDINGS, INC.

AS BUYER

Dated as of January 23, 2004

AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "***Amendment***"), dated as of January 23, 2004, is made by and among CABLE & WIRELESS USA, INC., a Delaware corporation ("***CWUSA***"), and CABLE & WIRELESS INTERNET SERVICES, INC., a Delaware corporation ("***CWIS***," and together with CWUSA and CWIS and their subsidiaries set forth on Annex I to the Asset Purchase Agreement (as defined below), "***Sellers***"), and SAVVIS ASSET HOLDINGS, INC., a Delaware corporation ("***Buyer***"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Buyer and Sellers entered into that certain Asset Purchase Agreement dated as of January 23, 2003 (the "***Asset Purchase Agreement***"); and

WHEREAS, Buyer and Sellers desire to amend the Asset Purchase Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer hereby agree as follows:

1. Purchase Price. Section 2.1 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "The aggregate consideration for the sale and transfer of the Acquired Assets shall be (a) $155,000,000 (the "***Purchase Price,*** which price is payable in cash (the "***Cash Payment***") and deliverable at Closing in accordance with Section 3.3 and (b) the assumption by Buyer of the Assumed Liabilities.

2. Seller Note. All references to the "Seller Note" as defined in the Asset Purchase Agreement are hereby deleted.

3. Working Capital Adjustments. All references to prior Section 2.3 (Working Capital Adjustment) are hereby deleted.

4. Alternative Transactions. All references to "Alternative Transactions" as defined in the Asset Purchase Agreement are hereby deleted.

5. Closing. Section 3.1 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "The consummation of the transactions contemplated hereby (the "***Closing***") shall take place at the offices of Kirkland & Ellis LLP, 153 East 53rd Street, New York, New York (the "***K&E Offices***"). The transaction shall be initially consummated in the fashion contemplated by

Section 12.4 (the "***Regulatory Escrow Closing***"), which shall take place at the K&E Offices at 9:00 a.m. on February 13, 2004 or such other date or at such other place and time as may be mutually agreed by the parties hereto (the "***Regulatory Escrow Closing Date***"), and the First Escrow Closing and the Second Escrow Closing (each as defined below) shall take place at the K&E Offices at 9:00 a.m. on the third Business Day following the satisfaction or waiver by the appropriate party of all the relevant conditions contained in Article 12 hereof, or on such other date or at such other place and time as may be agreed to by the parties hereto.

Notwithstanding anything to the contrary contained in Article 13 of the Asset Purchase Agreement, unless the Agreement has otherwise previously been terminated in accordance with Article 13 hereof, in the event the Closing shall not have occurred on or before March 5, 2004 (unless there is (i) a failure of the entry on or before March 3, 2004 of the Sale Order approving the Asset Purchase Agreement and the transfer of the Assets and the other matters set forth therein, (ii) a stay of the Sale Order pending appeal, or (iii) a failure of the conditions set for in Section 12.1 and 12.3, other than by reason of Buyer's default hereunder), Sellers shall have the right to immediately terminate this Agreement. In any event, Buyer shall be responsible for, and shall assume and promptly indemnify Seller for the net cost of operating the Business as if the Regulatory Closing had occurred on January 28, 2004 until the earlier of the Closing and such time as this Agreement is terminated pursuant to Article 13 hereof (such indemnification obligation with respect to such period shall survive any such termination)."

6. Confidentiality. Clause (B) of the fourth sentence of Section 6.5 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"during the period from the date hereof to the Closing Date, all information provided to Buyer or its agents or representatives by or on behalf of Sellers or their agents or representatives (whether pursuant to this Section 6.5 or otherwise) shall be governed by and subject to a confidentiality agreement that is mutually acceptable to the parties; and"

7. Transition Contracts and Services. Section 6.11 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Schedule 6.11 sets forth a list of Contracts, Permits and Continuing N3 Nodes that Buyer (or its Permitted Assignee, if any) will need on a transitional basis prior to the rejection thereof by Sellers in the Chapter 11 Cases. Sellers shall use their reasonable efforts to maintain such Contracts, Permits and Continuing N3 Nodes for the temporary benefit of Buyer (or its Permitted Assignee, if any) during a period (the "Transition Period") ending no later than the later of (i) the date which is six (6) months after the Closing Date and (ii) June 30, 2004. Buyer shall

bear the out-of-pocket costs of maintaining any such contracts in existence from the Closing Date through the earlier of (x) the effective date of rejection of such contracts by order of the Bankruptcy Court which order shall be sought by Sellers within 5 Business days of Buyer informing Sellers in writing that Buyer will no longer require such temporary benefit or (y) the end of the Transition Period, including making funds available to Sellers in advance of any payments that may be due to the contracting party under such contracts, and including all associated out-of-pocket employee-related costs (including severance in the manner and as set forth in Section 9.1 hereof)."

8. Amendment of Schedule. Section 7.7 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"At any time after the date of this Agreement, Buyer (or its Permitted Assignee, if any) shall have the right to amend or modify any schedule delivered under Section 1.1, Schedule 1.2(q), Schedule 1.2(b) or Schedule 6.11 (except with respect to any of the Contracts set forth on Schedule 7.7(a), which Contracts may not be rejected and may not be included on Schedule 1.2(b) and except with respect to those Contracts set forth on Schedule 7.7(b), which Contracts must be rejected and may not be removed from Schedule 1.2(b)) provided that (a) Buyer may only add Contracts to any schedule prior to March 22, 2004, and (b) no Contract that shall have been previously on Schedule 1.2(b) and terminated by reason of a previous rejection election of Seller or a motion to reject pending before the Court may be removed from such Schedule without Sellers' prior written consent. At any time prior to March 22, 2004, Sellers may remove any Contract set forth on Schedule 7.7(b) from such schedule.

(i) In the event that Buyer (or its Permitted Assignee, if any) amends or modifies any schedule after the Auction pursuant to the terms of Section 7.7 hereof, Sellers shall prepare and deliver to Buyer, as promptly as practicable after the Closing, but no later than 60 days after the Closing Date, the calculation of the Net Amendment Amount, if any, using the formula set forth herein.

(ii) If Buyer disagrees with Sellers' calculation of the Net Amendment Amount delivered pursuant to Section 7.7(i), then Buyer may, within 20 days after delivery of Sellers' calculation of the Net Amendment Amount, deliver a notice to Sellers stating Buyer's disagreement with such calculation and setting forth Buyer's calculation of the Net Amendment Amount. Any such notice of disagreement shall specify those items or amounts as to which Buyer disagrees. If Buyer does not deliver a notice of disagreement in accordance with this Section 7.7(ii), then the amount of the Net Amendment Amount shall thereupon be final and binding upon Buyer and Sellers, and shall not be subject to further judicial or other review.

(iii) If a notice of disagreement is duly delivered pursuant to Section 7.7(ii), Buyer and Sellers shall, during the 20 days following such delivery, use their reasonable efforts to reach agreement on the disputed items or amounts in order to determine the amount of the Net Amendment Amount, which amount shall not be more than the amount thereof shown in Sellers' calculation delivered pursuant to Section 7.7(i), nor less than the amount thereof shown in Buyer's calculation delivered pursuant to Section 7.7(ii). If during such period, Buyer and Sellers are unable to reach such agreement, they shall promptly thereafter cause an internationally recognized accounting firm mutually agreed upon by the Buyer and the Sellers ("the Accounting Referee") to review the disputed items or amounts and to calculate the Net Amendment Amount (it being understood that in making such calculation, the Accounting Referee shall be functioning as an expert and not as an arbitrator). In making such calculation, the Accounting Referee shall consider only those items or amounts in Sellers' calculation of Net Amendment Amount as to which Buyer has disagreed pursuant to Section 7.7(ii). The Accounting Referee shall not require or consider witness or expert testimony or briefings of any nature. The Accounting Referee shall deliver to Buyer and Sellers, as promptly as practicable (but in any case no later than 30 days from the date of engagement of the Accounting Referee), a report setting forth such calculation. Such report shall be final and binding upon Buyer and Sellers, and shall not be subject to further judicial or other review. Sellers and Buyer shall be responsible for the fees and expenses of the Accounting Referee based on the percentage which the portion of the contested amount not awarded to each party bears to the amount actually contested by such party (e.g., if Sellers make a claim for $1,000 and Buyer only contests $500 of the amount claimed by Sellers, and if the Accounting Referee resolves the dispute by awarding Sellers $300 of the $500 contested, then the Accounting Referee's fees and expenses shall be allocated 60% to Sellers and 40% to Buyer).

(iv) Buyer shall pay to Sellers the Net Amendment Amount, if any, in cash within ten (10) days following its final and binding determination in accordance with this Section 7.7, by wire transfer of immediately available funds to an account designated by Sellers. The obligation to pay the Net Amendment Amount shall not be subject to offset or counterclaim."

RELATED DEFINITIONS

"Net Amendment Amount" means the greater of (i) the sum of the Rejection Amount and the Added Amount and (ii) $0.00.

"Rejection Amount" means, with respect to Contracts that are rejected and included on Schedule 1.2(b), Schedule 1.2(q) or Schedule 6.11 after the Auction

pursuant to the terms of Section 7.7, the amount derived by subtracting the Decreased Cure Costs from the Added Claim Amount.

"Added Amount" means, with respect to Contracts that are added to schedules delivered under to Section 1.1, the amount derived by subtracting the Decreased Claim Amount from the Added Cure Costs.

"Added Claim Amount" means, with respect all Contracts that are rejected and included on Schedule 1.2(b), Schedule 1.2(q) or Schedule 6.11 after January 21, 2004 pursuant to the terms of Section 7.7, (i) the lesser of (x) the amount of increase to the aggregate amount of allowed claims attributable to the rejection of such Contracts and (y) the aggregate amount set forth on Schedule 7.7 with respect to such Contracts, multiplied by (ii) 15%, it being understood that "NA" on such Schedule means zero added claim amount.

"Added Cure Costs" means, with respect to all Contracts that are added to schedules delivered pursuant to Section 1.1, the lesser of (x) amount of increase to the aggregate amount of cure costs payable by Seller attributable to the addition of such Contracts and (y) the aggregate amount set forth on Schedule 7.7 with respect to such Contracts.

"Decreased Claim Amount" means, with respect to Contracts that are added to schedules delivered pursuant to Section 1.1, (i) the lesser of (x) the amount of decrease to the aggregate amount of claims attributable to the addition of such Contracts, and (y) the aggregate amount set forth on Schedule 7.7 with respect to such contracts, multiplied by (ii) 15%, it being understood that "NA" on such Schedule means zero added claim amount.

"Decreased Cure Costs" means, with respect to all Contracts that are rejected and included on Schedule 1.2(b), Schedule 1.2(q) or Schedule 6.11 after the Auction pursuant to the terms of Section 7.7, the lesser of (x) amount of decrease to the aggregate amount of cure costs payable by Seller attributable to the rejection of such Contracts and (y) the aggregate amount set forth on Schedule 7.7 with respect to such Contracts.

9. WARN Act Liability. The last sentence of Section 9.4 is hereby amended to read in its entirety as follows:

"Buyer agrees to indemnify Sellers and their Affiliates and their respective directors, officers, employees, consultants and agents for, and to hold them harmless from and against, any and all Losses arising or resulting, or alleged to arise or result from liabilities arising under the WARN Act with respect to any Transferred Employees and any employees terminated after the date of this Agreement with Buyer's consent (other than employees who were provided notice of termination prior to the date hereof), provided that Sellers have complied with the covenants set forth in this Section 9.4.."

10. Vacation and Severance Liability. The second sentence of Section 9.8 is hereby deleted and a new second and third sentence is added to Section 9.8 as follows:

> "At the Closing, Buyer shall purchase all assets and assume all liabilities and obligations to all employees of the Business holiday and vacation pay and sick pay, whether arising before or and after December 7, 2003. Buyer shall assume and promptly indemnify Sellers from all liabilities and obligations for severance pay to employees of the Business who are terminated after the date of this Agreement (other than employees who were provided notice of termination prior to the date hereof)."

11. Closing Date. Clause (c) of the first sentence under Section 12.4 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "and (c) subject only to the terms of the Management Agreement and the terms of Sections 12.4(a) and (b) below, the Closing (as such term is used in this Agreement) shall be deemed to have occurred at the Regulatory Escrow Closing, including for purposes of finalizing the obligations of each party hereunder to consummate the transactions contemplated hereby and eliminating any rights of any party to terminate this Agreement, and each reference to the "Closing Date" in this Agreement" shall be deemed to refer to the Regulatory Escrow Closing Date."

12. Successors and Assigns. Section 14.1 of the Asset Purchase Agreement is hereby amended and restated to read as follows:

> "This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided, however, that Buyer may assign any or all of its rights and interests hereunder to one or more direct or indirect wholly-owned or controlled subsidiaries or Affiliates of Savvis Communications Corporation of Delaware ("***Buyer Parent***") or to one or more special purpose entities formed for the purpose of providing financing to or engaging in a sale-leaseback transaction with Buyer or Buyer Parent; provided that Buyer shall nonetheless remain responsible for the performance of its obligations."

13. Other Agreements. Section 14.7 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "Not later than the earliest to occur of (a) the occurrence of a change in control of Buyer, (b) the date five years after the Closing Date, (c) the sale, lease or other transfer of all or substantially all assets of Buyer

or the merger or consolidation of Buyer with or into any other person or entity, other than any (i) internal reorganization solely involving Buyer and one or more of its Affiliates which would not be prohibited under the language set forth in Exhibit A attached hereto, or (ii) a transfer of the network business to an entity to be designated by Buyer with the consent of the Sellers and Cable and Wireless plc, not to be unreasonably withheld, or to one of its direct or indirect wholly-owned or controlled subsidiaries in connection with the Closing, (d) any amendment or other alteration of the terms of any of the obligations secured thereby, other than any amendment or alteration expressly consented to in writing by Cable and Wireless plc in its sole discretion, or (e) the occurrence of an event of default (however denominated) under any other material obligation of Buyer, Buyer shall with respect to each of the guarantees or letters of credit listed on Schedule 14.7 that are security for a Contract or Leased Real Property that is an Acquired Asset either (a) cause such guarantee or letter to be released without payment or draw, or (b) provide to Cable and Wireless plc a letter of credit or bank guaranty issued by a money-center commercial bank or similarly creditworthy institution and in form and substance reasonably satisfactory to Cable and Wireless plc securing Buyer's obligation to reimburse Cable and Wireless plc in the event Cable and Wireless or any of its Affiliates other than Sellers has made any payment on or after the Closing in respect of such letter of credit or guarantee. Buyer agrees that in the event Cable and Wireless plc is required to pay any amount in respect of any of the guarantees or letters of credit (as in effect on the date hereof) listed on Schedule 14.7 that are security for a Contract or Leased Real Property that is an Acquired Asset, whether drawn or paid before, on or after the Closing Date (or prior to the Closing Date if the amount paid is held as security for, or applied to reduce, obligations of Buyer relating to the Contract or Leased Real Property that is an Acquired Asset), Buyer shall promptly pay to Cable and Wireless plc the full amount of such payment, with interest thereon at the rate of 8% per annum, compounded monthly, and all reasonable expenses, including reasonable fees and expenses of counsel, incurred in collecting any amounts due under this Section 14.7. Cable and Wireless plc is an intended beneficiary of this Section 14.7 entitled to enforce the terms hereof. Cable and Wireless plc shall use commercially reasonable efforts to cause letters of credit that are security for a Contract or Leased Real Property that is an Acquired Asset to be renewed or replaced by new letters of credit with 12-month terms so long as the expiry date in respect of such documents does not extend beyond the expiry date set forth in the first sentence hereof. Buyer further agrees that in the event it or any of its Affiliates shall receive any payment of or from the cash collateral given to obtain letters of credit, or receive any other funds from or proceeds of amounts drawn or claimed under, or paid on, a letter of credit or guarantee given by, or backstopped by a letter of credit procured by, Cable and Wireless plc, or any of such funds or proceeds shall be applied to the

payment of an obligation of Buyer, it shall promptly pay such payment, collateral or other funds or proceeds to Cable and Wireless plc and shall hold such payment, collateral, funds, or proceeds in trust for Cable and Wireless plc until so paid."

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

SAVVIS ASSET HOLDINGS, INC.

By: _____
Name: Gregor C Raclin
Title: Chief Legal Officer

CABLE & WIRELESS USA, INC.

By: _____
Name:
Title:

CABLE & WIRELESS INTERNET SERVICES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

SAVVIS ASSET HOLDINGS, INC.

By: _____
Name:
Title:

CABLE & WIRELESS USA, INC.

By: _____
Name: John S. Dubel
Title: Chief Executive Officer

CABLE & WIRELESS INTERNET SERVICES, INC.

By: _____
Name: John S. Dubel
Title: Chief Executive Officer