

This COLOCATION MASTER SERVICES AGREEMENT, including the Schedule of Equipment and the Service Level Agreement attached hereto (collectively, these “**Terms and Conditions**”) is made a part of the document entitled, “COLOCATION SERVICE ORDER FORM” (the “**Colocation Service Order Form**”) entered into and executed by and between The City of _____, Inc. (“**THE CITY OF _____**”) and the Customer identified in the Colocation Service Order Form. The term “**Agreement**” shall mean these Terms and Conditions, the Colocation Service Order Form and the Acceptable Use Policy. These Terms and Conditions are incorporated by reference into the Colocation Service Order Form as if fully set forth therein. THE CITY OF _____ and Customer acknowledge and agree that upon execution of the Colocation Service Order Form, they shall be legally bound by the Agreement. Capitalized terms not defined in these Terms and Conditions shall have the same meaning as in the Colocation Service Order Form.

1. THE LEASE. THE CITY OF _____ leased certain premises in the building where THE CITY OF _____’s data center is located. (“**Building**”) and which may be identified on the Colocation Service Order Form from the Building’s owner (“**Owner**”) pursuant to a lease agreement (“**Lease**”). Pursuant to the Lease, THE CITY OF _____ has the right to execute and enter into this Agreement for the Space in the Premises located within the Building. Customer is not a party to or a beneficiary under the Lease and has no rights thereunder.

2. GRANT OF LICENSE; TERM; PERMITTED USES; NO REAL PROPERTY INTEREST.

Customer owns the computer and related communications equipment (“**Equipment**”) more particularly described in the Schedule of Equipment attached hereto as Exhibit “A” and incorporated herein by reference.

(a) Grant of License. Subject to the terms and conditions set forth in this Agreement, THE CITY OF _____ hereby grants to Customer the right and non-exclusive license (“**License**”) to install and operate the Equipment in the specific space or spaces (“**Space**”) located in the premises (“**Premises**”) in the Building, as specified by THE CITY OF _____ during the Term of this Agreement and solely to use the Space for the Permitted Uses set forth below and for no other purposes. Notwithstanding the foregoing, THE CITY OF _____ reserves the right to relocate, change or otherwise substitute replacement space in the Premises for the Space at any time during the Term hereof, provided that the replacement space is substantially similar in size and configuration to the original Space.

(b) Term. This Agreement and the License shall commence on the Effective Date set forth in the Colocation Service Order Form and shall each automatically renew for successive terms equal to the initial term unless cancelled by either party in writing at least thirty days before the expiration of the current term (the “**Term**”). Provided, however, the Term shall terminate prior to the scheduled date of termination if subject to Sections 11, 12 and/or 13 below.

(c) Permitted Uses. Customer has the right to use the Space solely for the purpose of (i) installation of the Equipment in the Space, (ii) maintaining the Equipment, (iii) operating the Equipment, and (iv) removing the Equipment (the “**Permitted Uses**”). Unless otherwise agreed by THE CITY OF _____ in writing, Customer shall perform the Permitted Uses at its sole cost and expense. Customer shall not use or allow or permit the use of the Space for any use or purpose other than a Permitted Use.

(d) Not a Grant of an Interest in Real Property. Customer represents, warrants, covenants, acknowledges and agrees that it does not have, has not been granted and will not own or hold any real property interest in the Space, the Premises or the Building; that Customer is a licensee not a tenant or lessee of the Space; and that Customer does not have any of the rights, privileges or remedies that a tenant or lessee would have under a real property lease or occupancy agreement.

3. Fees & Requirements to Begin Service. On the date of execution of the Colocation Service Order Form, Customer agrees to and shall pay to THE CITY OF _____ that amount which is equal to the sum of (a) the cost to install the racks, cabinets, cages, custom space, electrical circuits, fiber optic connections, cable, panels and other items necessary for the Equipment to function in the Space (“**Expense Component**”), plus (b) a prepayment equal to the number of month’s recurring fees determined by The City of _____ (the “**Fee Component**”) (hereinafter together, the “**Fees Required to Begin Service**”). The Expense Component shall be applied by THE CITY OF _____ to pay

the costs and expenses referenced in the Colocation Service Order Form. The Expense Component is not refundable to Customer, and shall be deemed earned by THE CITY OF _____ upon receipt. The Fee Component shall be applied by THE CITY OF _____ to prepayment of the Fee due from Customer for the first month or months of the Term. The Fee Component is not refundable to Customer, and shall be deemed earned by THE CITY OF _____ upon receipt. On the date of execution of the Colocation Service Order Form, Customer shall deliver to THE CITY OF _____ all required certificates of insurance as set forth in Section 8 below. Customer shall not engage in any of the Permitted Uses until all of the requirements of this Section 3 have been fully satisfied.

4. AGREEMENT TO PROVIDE SERVICES AND PAY FEES; SERVICE LEVEL AGREEMENT; SECURITY AGREEMENT. Pursuant to the Colocation Service Order Form, THE CITY OF _____ has agreed to provide certain services (“**Services**”) to the Customer, and the Customer has agreed to pay certain fees (“**Fees**”) to THE CITY OF _____ in consideration therefore. The Services include the License. THE CITY OF _____ shall have the right to increase the Fees: (a) twelve (12) months after performance of the Services first commences in proportion to increases in the Consumer Price Index applicable to the geographic area where the Building is located, plus two percent (2%) and/or (b) anytime in proportion to increases in electricity costs applicable to the geographic area where the Building is located. Customer shall have the right to purchase additional Services offered by THE CITY OF _____

_____ from time to time on terms and conditions to be agreed in writing. THE CITY OF _____ agrees to provide the Services in accordance with and pursuant to the terms and conditions set forth in the Service Level Agreement attached hereto as Exhibit “B” and incorporated herein by reference. Customer agrees to pay the price per megabit per second (mbps), as stated in the Colocation Service Order Form, for each additional mbps over their contracted amount, based on 95-percentile bandwidth overage billing. The contracted mbps amount is defined as the bandwidth number listed in the Internet Access Quantity field on the Colocation Service Order Form. All Fees and other sums which are or may hereafter be owed to THE CITY OF _____ by the Customer under this Agreement (including without limitation Default Interest, Late Charges and attorney’s fees and other costs of collection are called the “**Obligations**”. In order to secure the payment and performance of the Obligations, the Customer hereby grants to THE CITY OF _____ a security interest, within the meaning of the Article 9 of the Uniform Commercial Code (the “**UCC**”) in all Equipment, cable, wiring, connecting lines and other installations, equipment or property of the Customer now or hereafter installed or placed in the Space or Premises. Except with respect to THE CITY OF _____’s security interest, the parties agree that the Uniform Commercial Code shall not apply to the Agreement.

5. PAYMENT OF FEES; DUE DATE; LATE CHARGE; DEFAULT INTEREST.

(a) Payment of Fees. On or before the first (1st) day of each and every month during the Term hereof (each, a “**Due Date**”), Customer agrees to and shall pay the Fees to THE CITY OF _____, in advance, for the Services to be rendered by THE CITY OF _____ to Customer during said upcoming month, without offset, deduction or credit of any kind and in good and drawable funds. If Customer for any reason fails to pay the Fees to THE CITY OF _____ by the Due Date of any month during the Term hereof, Customer will be assessed an administrative charge in the amount which is equal to five (5%) of the overdue Fees (“**Administrative Charge**”); in addition THE CITY OF _____ may charge interest on all due but unpaid Fees at the lesser of 1.5% per month or the maximum non-usurious rate under applicable law (“**Default Interest**”) until paid in full. Customer agrees to and shall pay to THE CITY OF _____ for all costs of collection of the Fees, Default Interest and Late Charges plus THE CITY OF _____’s attorneys’ fees, costs, expenses and court costs and fees paid or incurred in connection therewith. Customer’s obligation to pay the Fees, Default Interest and Late Charges shall survive the expiration or earlier termination of the Agreement. If Customer requests that The City of _____ provide services not specifically set forth herein and The City of _____ agrees to provide such services, Customer agrees to pay THE CITY OF _____’s standard fee for such service at the time such service is rendered or such charge as the parties may mutually agree upon prior to the delivery of the service and such services shall be included within the definition of “**Services**”. THE

CITY OF _____ may suspend or otherwise cease performing any or all Services to Customer if payment for any Service is not timely paid in full. Such suspension shall include, without limitation, denying Customer access to the Space or Premises and changing locks and access codes. Time is of the essence with respect to Customer's performance and the making of payments hereunder. A Reinstatement Fee equal to seventy-five dollars (\$75.00) will be assessed for suspended Services and must be collected with the overdue Fees for the account to be reinstated. Fees not disputed within sixty (60) days of due date are conclusively deemed accurate and all Services subject to those undisputed Fees shall be deemed fully accepted and by THE CITY OF _____ and in full compliance with this Agreement.

(b) Taxes. Customer is responsible for all taxes under this Agreement, however designated, levied or based on such charges excluding income taxes payable by THE CITY OF _____, and Customer's tax obligations include, without limitation, all state and local privilege taxes, sales and use taxes, excise taxes based on gross revenue, and ad valorem or personal property taxes (collectively, "**Tax**"). Customer agrees that if any of the foregoing is paid by THE CITY OF _____, Customer shall reimburse THE CITY OF _____ for the amount paid plus any related expenses incurred and interest assessed. Unless otherwise stated as a separate line item on any bill or invoice provided by THE CITY OF _____, all payments required by this Agreement are exclusive of any applicable Tax.

6. RULES AND REGULATIONS. Customer agrees to and shall abide by and honor all rules, regulations, policies and procedures with regard to the use of the Space, the Premises and the Building from time to time published by THE CITY OF _____ (whether written or published on THE CITY OF _____'s website)

7. CONFIDENTIALITY. THE CITY OF _____ and Customer, for itself, its agents, employees and representatives, agrees that it will not divulge any confidential or proprietary information it receives from the other party, except as may be required by law.

8. INSURANCE. Customer agrees to and shall maintain in force and effect during the Term of this Agreement one or more policies of commercial general liability insurance, with a company licensed to do business within the state where the Building is located, insuring Customer against all hazards and risks customarily insured against by persons locating equipment such as the Equipment in space in buildings such as the Space in the Building. The policy shall be written on a per-occurrence basis with blanket contractual liability coverage, with respect to use of the Space in the Premises and operation of Customer's business therein, with a combined single-limit coverage of not less than One Million Dollars (\$1,000,000) and aggregate umbrella coverage of not less than an additional One Million Dollars (\$1,000,000). Customer shall maintain property insurance (inclusive of coverage for data, media and electronic data processing perils) written on a "Special Form" basis at full replacement cost value. Customer's policies shall contain provisions providing that such insurance shall be primary

insurance insofar as Customer is concerned, with any other insurance maintained by THE CITY OF _____ being excess and noncontributing with the insurance of Customer required hereunder; and the same shall provide coverage for the contractual liability of Customer to indemnify THE CITY OF _____. Each of Customer's policies shall name THE CITY OF _____ and any additional persons, or entities that THE CITY OF _____ may reasonably designate in writing, as "additional insureds". All such policies shall provide that Customer's insurer waives all rights of subrogation against THE CITY OF _____. Customer shall procure and maintain workers' compensation insurance complying with the law of the state where the Building is located, whether or not said coverage is required by law, and employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000). Each such policy shall provide that it cannot be canceled or modified unless THE CITY OF _____ is given thirty (30) calendar days advance written notice of such cancellation or modification. The insurance requirements set forth herein are independent of Customer's indemnification and other obligations hereunder and shall not be construed or interpreted in any way to restrict, limit, or modify Customer's indemnification and other obligations, or to limit Customer's liability. Customer shall obtain all insurance policies with carriers having an A.M. Best rating of A- VIII or better. Prior to occupying the Space or engaging in any of the Permitted Uses, and at any time thereafter upon THE CITY OF _____'s request, Customer shall submit to THE CITY OF _____ evidence that Customer has the insurance

policies required hereunder in effect and shall provide to THE CITY OF _____ certificates, with copies of all applicable endorsements attached, to THE CITY OF _____. Customer shall ensure that THE CITY OF _____ receives at least ten (10) days' prior written notice before any policy is cancelled or materially modified.

9. INDEMNITY. Customer and its respective officers, directors, shareholders, employees, agents, representatives, parent companies, affiliated companies and subsidiary companies (each, as an "**Indemnifying Party**") each hereby agree to and shall indemnify, defend, protect and hold the THE CITY OF _____ and its respective officers, directors, shareholders, employees, agents, representatives, parent companies, affiliated companies and subsidiary companies (each, as an "**Indemnified Party**") free and harmless from and against all Claims (defined below) for damages (including but not limited to attorneys' fees, costs and expenses), injury and death arising out of or relating directly or indirectly to the failure or alleged failure by the Indemnifying Party to comply with this Agreement, the License granted hereunder and Customer's use of the Space. For purposes of this Section, the term "**Claims**" means any and all claims, causes of action (whether based on tort or contract law principles, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and reasonable attorneys' fees and costs. This indemnification extends to and includes (a) Claims for injury to any persons (including death at any time resulting from that injury), and loss of, injury or damage to, or destruction of

real or personal property (including all loss of use resulting from that loss, injury, damage, or destruction of the Space or Premises). The provisions of this Section shall survive the termination, cancellation or expiration of this Agreement for any reason. The Indemnified Party seeking indemnification under this Section shall give the Indemnifying Party prompt notice of any claim asserted or threatened against such Indemnified Party on the basis of which such Indemnified Party intends to seek indemnification, but the obligations of the Indemnifying Party shall not be conditioned upon receipt of such notice except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice). The Indemnifying Party shall promptly assume the defense of any Indemnified Party, with counsel reasonably satisfactory to such Indemnitee, and the fees and expenses of such counsel shall be at the sole cost and expense of the Indemnifying Party. Notwithstanding the foregoing, any Indemnified Party shall be entitled, at its expense, to employ counsel separate from counsel for the Indemnifying Party and from any other party in such action, proceeding, or investigation. An Indemnified Party may not agree to a settlement of a Claim without the prior written approval of the Indemnifying Party, which approval shall not be unreasonably withheld. No Indemnifying Party may agree to a settlement of a Claim against an Indemnified Party unless such settlement includes a full release of the Indemnified Party.

10. DISCLAIMER OF WARRANTIES. THIS AGREEMENT PROVIDES LICENSES AND SERVICES AND IS NOT A SALE OF GOODS. THE CITY OF _____ PROVIDES THE SPACE AND THE SERVICES ON AN “AS IS WHERE-IS” BASIS AND WITH “ALL FAULTS” AND MAKES

NO WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, THE SPACE, THE PREMISES, THE BUILDING, THE LICENSE, OR ANY OTHER RIGHTS, OBLIGATIONS OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE ALL HEREBY DISCLAIMED. THE CITY OF _____ SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OF ANY KIND, REGARDLESS OF CAUSE. In the event of any breach of this Agreement by THE CITY OF _____, Customer's sole and exclusive remedy shall be as follows: upon delivery of written notice to THE CITY OF _____ of the breach, THE CITY OF _____ shall, in its sole discretion, re-perform or correct any Services or other breaches, or provide to Customer a refund or credit in accordance with the terms and conditions of the Service Level Agreement attached hereto as Exhibit B. THE FOREGOING OBLIGATIONS AND REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT, WHICH REMEDIES SHALL APPLY EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.

11. EVENT OF DEFAULT BY CUSTOMER. The occurrence of any one or more of the following shall constitute an "**Event of Default**" by Customer under this Agreement: (a) on or after the twentieth (20th) calendar day of each month during the Term hereof, Customer for any reason fails to pay to THE CITY OF _____ any Fees, Obligations or any other

amount due hereunder, or (b) on or after the 20th day after the date when due, Customer fails to pay to any other person or entity to whom Customer is required by the Agreement to make payment of any amount required by the Agreement to be paid; or (c) Customer fails to perform any obligation or covenant set forth in this Agreement and is not cured within ten (10) business days following receipt of written notice thereof.

**12. THE CITY OF _____'S REMEDY UPON DEFAULT;
TERMINATION.**

(a) Rights in the Event of Default by Customer. In addition to all other rights and remedies granted to THE CITY OF _____ in the Agreement and available under applicable law, (including, but not limited to, the right to charge and collect Late Charges), upon the occurrence of an Event of Default by Customer, all obligations of THE CITY OF _____ to provide to Customer the Services and use of or access to the Space under this Agreement shall immediately and automatically terminate without further notice to Customer and THE CITY OF _____ shall have the right to: (i) cease providing the Services to Customer and cease providing access to or use of the Space and Premises and change locks and access codes, without notice to Customer, and (ii) remove the Equipment from the Space and Premises without notice to Customer in accordance with Section 12(c) below; and (iii) terminate this Agreement, subject to the continuing rights of THE CITY OF _____ under this Agreement to require payment of the Obligations and to exercise the remedies provided in Section 12(c) below.

(b) Termination Obligations. Customer agrees that, upon the cancellation, expiration or termination of the License or this Agreement for any reason whatsoever, Customer shall, within ten (10) days, make payment in full on all Obligations under this Agreement, including all outstanding Fees, Default Interest, Late Charges and other amounts, and promptly remove or have removed, at Customer's sole cost and expense, all Equipment and all cable, wiring, connecting lines, and other installations, equipment or property installed or placed by or for Customer in the Space or Premises and restore those portions of the Space and Premises damaged by such removal to their original condition as it existed immediately prior to the installation or placement of such items.

(c) Right to Remove Equipment. If Customer fails to promptly make full payment to THE CITY OF _____ of all Obligations and fails to remove any Equipment or other items as set forth in Section 12(b) above, or if THE CITY OF _____ has the right to remove the Equipment as set forth in Section 12(a) above, then, to the fullest extent permitted by law, THE CITY OF _____ shall have the right to take and hold possession of the Equipment, and THE CITY OF _____ shall have all of the rights of a secured party with respect to the Equipment and all other collateral for the Obligations. THE CITY OF _____ may, at Customer's expense: (i) remove and store such Equipment and items; (ii) delete and remove all software, information data and other stored items from the Equipment without retaining any copies or backups; and (iii) restore those portions of the Space and Premises damaged by such removal to their original condition as it

existed immediately prior to the installation or placement of such items. All costs and expenses incurred in connection with (i), (ii) and (iii) in the preceding sentence shall be included within the definition of **“Obligations”**. THE CITY OF _____ may, unless all outstanding Obligations are paid to THE CITY OF _____ within ten (10) days after written notice to the Customer, dispose of the Equipment and other collateral for the Obligations at public or private sale, in the manner permitted under the Uniform Commercial Code, and may exercise any other remedy available to THE CITY OF _____ at law or in equity.

(d) Customer’s Removal of Equipment. Notwithstanding anything to the contrary contained in this Agreement, Customer shall not be permitted to remove any of Customer’s Equipment from the Space or Premises at any time when Customer is subject to an Event of Default, delinquent in meeting any of its payment obligations or is otherwise in breach of any other material term under this Agreement. Full payment shall be a condition of Customer receiving access to the Space and Premises and Customer’s removal of its Equipment.

(e) Payment upon Termination. Upon the termination or cancellation of this Agreement for any reason whatsoever prior to the end of the then-current term other than a termination or cancellation as a result of a default by THE CITY OF _____ under Section 13 below, all Fees and other costs, expenses and amounts for the License, the Services and any other Obligations incurred during the full Term of the Agreement shall be

immediately and automatically accelerated and due and payable in full to THE CITY OF _____ within ten (10) days of the date of such termination or cancellation

13. EVENT OF DEFAULT BY THE CITY OF _____. The failure by THE CITY OF _____ to perform any obligation or covenant set forth in this Agreement, if the same is not cured within ten (10) business days following receipt of written notice thereof, shall constitute an “**Event of Default**” by THE CITY OF _____. Upon the occurrence of such Event of Default, Customer may terminate the Agreement upon not less than three (3) business days’ written notice to THE CITY OF _____.

14. ATTORNEYS’ FEES. If any legal or administrative action or proceeding is brought by either party against the other party to enforce or interpret any term or provision of this Agreement, the prevailing party in said action or proceeding shall be entitled to recover from the party not prevailing its reasonable attorneys’ fees and costs incurred in connection with the prosecution or defense of such action or proceeding. The foregoing includes, without limitation, attorneys’ fees and costs of investigation incurred in appellate and remand proceedings, or costs incurred in establishing the right to indemnification.

15. ASSIGNMENT. The License and obligations under this Agreement are personal to Customer, and THE CITY OF _____ has entered into this Agreement and granted the License to Customer after an evaluation of creditworthiness and experience. Customer may not assign,

sub-license or transfer this Agreement or the Space or License in whole or in part, whether by contract, merger, reorganization or the sale of all or substantially all of the stock, equity or control of Customer, and Customer will not allow any other person or entity to use the Space or License for any reason, without first obtaining the prior written consent of THE CITY OF _____, which consent may be granted or withheld in THE CITY OF _____'s sole and absolute discretion. Any purported assignment or delegation without the required consent shall be null and void and of no legal force or effect.

16. GOVERNING LAW. The Agreement and all documents and instruments executed in connection therewith or herewith shall be governed by and interpreted in accordance with the substantive laws of the State of Florida without regard to principles of conflict of laws. The parties each agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate court located in Orange County, Florida.

17. NO WAIVER. The failure of either party at any time to enforce any right or remedy available to it under the Agreement or under any other document or instrument executed in connection herewith or therewith shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by either party.

18. LIMITATION OF LIABILITY.

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW:

(I) THE TOTAL AND AGGREGATE LIABILITY OF THE CITY OF _____ TO CUSTOMER FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LICENSE, THE SERVICES, PREMISES OR SPACE SHALL NOT IN ANY EVENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO THE CITY OF _____ BY CUSTOMER UNDER THIS AGREEMENT IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; AND (II) IN NO EVENT SHALL THE CITY OF _____ BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, INJURY TO BUSINESS OR REPUTATION, LOST DATA, BUSINESS OR CUSTOMERS, THE LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, OR COMMITMENTS INCURRED IN CONNECTION WITH CUSTOMER'S BUSINESS, WHICH RESULT FROM ANY OUTAGES OF THE SERVICES OR ANY OTHER FAILURE OF CONNECTIVITY OR ANY OTHER FAILURES.

(b) THE CITY OF _____ SHALL NOT IN ANY CASE BE LIABLE FOR ANY OF THE FOLLOWING: (I) THE CONTENT OF THE INFORMATION PASSING OVER THE CITY OF _____'S NETWORK; (II) UNAUTHORIZED ACCESS OR DAMAGE TO, ALTERATION, THEFT, DESTRUCTION OR LOSS OF, EQUIPMENT, CUSTOMER'S RECORDS, INFORMATION, FILES OR DATA; (III) CLAIMS FOR DAMAGES CAUSED BY CUSTOMER; (IV) CLAIMS AGAINST CUSTOMER BY ANY OTHER PARTY; OR (V) ANY ACT OR OMISSION

OF ANY OTHER PARTY FURNISHING SERVICES AND/OR PRODUCTS, OR THE INSTALLATION AND/OR REMOVAL OF ANY AND ALL EQUIPMENT OR SUPPLIES.

(c) CUSTOMER AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES ASSUME ALL RISK, INCLUDING, WITHOUT LIMITATION, FALLS AND ELECTRIC SHOCKS, AND RELEASES THE CITY OF _____ AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY LIABILITY WHATSOEVER ARISING OUT OF ANY DAMAGE, LOSS OR INJURY TO PERSON AND/OR PROPERTY, EVEN IF CAUSED BY THE CITY OF _____'S OWN NEGLIGENCE.

(d) ALL OF THE LIMITATIONS IN THIS SECTION 18 SHALL APPLY EVEN IF THE CITY OF _____ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ANY CLAIMS ARE BASED IN CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE.

19. NOTICES. All notices and demands hereunder shall be in writing and shall be served by personal service by mail at the address of the receiving party set forth below (or at such different address as maybe designated by such party by written notice to the other party). All Notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of confirmed delivery or confirmed facsimile transmission. To be effective, Notices must be delivered to the attention of:

TO: THE CITY OF _____, INC.

440 West Kennedy Blvd, Suite 3

Orlando, FL, 32810

ATTN: Legal Department

Telephone: (321) 206-3730

Fax: (407) 660-8094

TO: Customer

Customer Contact Name and Address Listed in the Colocation Service Order Form.

20. RIGHT TO ACCESS SPACE. THE CITY OF _____

retains the right to access the Space at any time and from time to time to perform maintenance and repairs, to inspect the Equipment and to perform the Services.

21. FORCE MAJEURE. The phrase “**Force Majeure**” means and refers to any of the following events: acts of war, acts of God; rebellion or sabotage or damage resulting there from; expropriation or confiscation of facilities by any governmental authority; compliance with any order of any governmental authority; acts of the government in its sovereign capacity which cause a delay, deferral or suspension in THE CITY OF _____’s ability to provide the Services; subsidence; earthquakes; hurricanes; fires; floods; explosion; accidents; quarantine restrictions; freight or other embargoes; casualty loss; strikes; labor disputes; shortages of materials or transportation; electrical blackouts or brownouts; the failure of any utility

provider to deliver electricity or water to the Premises; and the failure of Customer's Equipment. Notwithstanding the above, Force Majeure shall not include (a) any event caused by the fault, negligence, failure to pay money or financial inability of the party claiming Force Majeure, and (b) any event within the reasonable control of the party claiming Force Majeure. A party's obligation to pay money to another party will not be delayed, affected or changed by an event of Force Majeure.

22. RELATIONSHIP OF THE PARTIES. The parties agree that their relationship hereunder is in the nature of independent contractors. Neither party shall be deemed to be the agent, partner, joint venturer or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each party shall be solely responsible for the payment of compensation, insurance and taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other party. Neither party shall have any authority to make any agreements or representations on the other's behalf without the other's written consent. Additionally, The City of _____ shall not be responsible for any costs and expenses arising from Customer's performance of its duties and obligations pursuant to this Agreement.

23. REPRESENTATIONS. Both parties represent and warrant to the other: (1) that it is a duly organized and existing legal entity under the laws of its domicile, if Customer is a corporation or partnership; (2) that it has full authority to enter this Agreement; (3) that the execution and/or performance of this Agreement does not and will not violate or interfere with any other

agreement by which such warranting party is bound; and (4) that the warranting party will not enter into any agreement whose execution/performance would violate or interfere with this Agreement.

24. INTERPRETATION. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement, and this Agreement shall be construed as having been jointly drafted by the parties. The titles and headings for particular paragraphs, sections and subsections of this Agreement have been inserted solely for reference purposes and shall not be used to interpret or construe the terms of this Agreement. Any purchase order or other instrument of Customer provided to THE CITY OF _____ or accompanying any payment is for Customer's internal use only and its terms shall not alter or amend the terms of this Agreement.

25. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document.

26. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be severed from this Agreement and ineffective to the extent of such prohibition

or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances.

27. CONFIDENTIALITY. Each party for itself, its agents, employees and representatives agrees that it will not divulge any confidential or proprietary information it receives from the other party, except as may be required by law. The terms and conditions of this Contract shall be considered confidential or proprietary information under this paragraph. Neither party shall use the other party's name in marketing materials including, but not limited to press releases, without the prior written consent of the other party. The obligations of confidentiality and indemnification stated herein shall survive the termination of any applicable License or Contract.

28. ENTIRE AGREEMENT. This Agreement, which includes the Colocation Service Order Form and these Terms and Conditions and the Schedule of Equipment, Exhibit "A" and the Service Level Agreement, Exhibit "B", attached hereto, constitute the entire understanding of the parties related to the subject matter hereof. The parties have read this Agreement and agree to be bound by its terms, and further agree that it, together with all Exhibits hereto (the terms of which are incorporated herein by this reference), constitutes the complete and entire agreement of the parties and supersedes all and merges all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party. The

parties agree that there are no third party beneficiaries to this Agreement, whether express or intended.

EXHIBIT “A”

SCHEDULE OF EQUIPMENT

A list of Equipment Customer plans to install and operate at the Premises shall be provided to THE CITY OF _____ by the Customer.

EXHIBIT “B”

SERVICE LEVEL AGREEMENT

THE CITY OF _____ agrees to and shall provide the Services to the Equipment in the Space in accordance with this Service Level Agreement. Capitalized terms not defined herein shall have the same meaning as in the Colocation Service Order Form and the Agreement:

Power

THE CITY OF _____'s intention is to provide uninterrupted power to the Equipment in the Space; however, events occur from time to time that may interrupt the power delivered to the Equipment in the Space. In the event that Customer experiences an interruption in power delivery to the Equipment in the Space (a “**Power Interruption**”), excluding scheduled maintenance, THE CITY OF _____ shall, for each impacted power circuit in the Space, grant to Customer a percentage credit during the next succeeding month (a “**Power Interrupt Percentage Credit**”).

Notwithstanding the foregoing, if a Power Interruption is caused by one or more events of Force Majeure or by the Customer exceeding 80% of a

circuit breaker's rating under continuous load, the Customer shall not be entitled to a Power Interrupt Percentage Credit. The Power Interrupt Percentage Credit shall be based on the following schedule:

Per 15 Minutes of downtime: One hour of the Monthly fee allocable to the specific impacted power circuit.

Power Interrupt Percentage Credits are not cumulative from month to month and apply only to the month in which the Power Interruption occurred.

Customer shall not receive during any month of the Term hereof a Power Interrupt Percentage Credit, which cumulatively exceed 100% of the monthly Fee allocable to the power circuit(s) affected in the Space. Where possible, THE CITY OF _____ will provide Customer with directed remote hands-services (without charge) to power up affected Equipment on a best effort basis.

Network Uptime (only applicable when The City of _____ provides Internet Access)

The City of _____ guarantees that the network will be available 100% of the time in a given month excluding scheduled maintenance. The City of _____ will refund the Customer one hour of the monthly Internet Access fee per additional 15 minutes downtime (up to 100% of Customer's monthly Internet Access fee). Network uptime includes functioning of all network infrastructure including router, switches and cabling. Network downtime exists when a particular customer is unable to transmit and receive data and The City of

_____ records such failure in the The City of
_____ trouble ticket system.

Cross-Connects

THE CITY OF _____'s cross-connects in the Premises are designed for 100% circuit availability. If THE CITY OF _____'s cross connects degrade outside acceptable BellCore parameters (i.e., in excess of 1 minute) (a "**Degrade Interruption**"), excluding scheduled maintenance, THE CITY OF _____ shall, for each impacted cross-connect in the Space, grant to Customer a percentage credit during the next succeeding month (a "**Degrade Interrupt Percentage Credit**"). Notwithstanding the foregoing, if a Degrade Interruption is caused by one or more events of Force Majeure, the Customer shall not be entitled a Degrade Interrupt Percentage Credit. The Degrade Interrupt Percentage Credit shall be based on the following schedule:

Per 15 Minute of downtime: One hour of the Monthly fee allocable to the specific impacted cross-connect.

Degrade Interrupt Percentage Credits are not cumulative from month to month and apply only to the month in which the Degrade Interruption occurred. Customer shall not receive during any month of the Term hereof a Degrade Interrupt Percentage Credit, which cumulatively exceed 100% of the monthly Fee allocable to the cross-connects affected in the Space.

REFUNDS OR CREDITS

In order to qualify for a refund or credit pursuant to this Service Level

Agreement, Customer must (a) contact THE CITY OF _____'s Network Operations Center toll free number [(800) 540-4686] or email [colocation@The City of _____] within one (1) business day of the occurrence of the event for which the refund or credit is being requested and open a "trouble ticket", and (b) within ten (10) calendar days of the occurrence of the event deliver to THE CITY OF _____ (at THE CITY OF _____'s notice address in the Agreement) written notice describing with precision the dates and time of the event, the length of the event (in minutes and hours), the type of event, which rack, cage, or cabinet in the Space was affected by the event, and what effect the event had on Customer's ability to operate the Equipment during the event. Upon opening of the "trouble ticket" THE CITY OF _____ will commence to investigate the facts which led to the event, and upon receipt of Customer's written notice describing the event THE CITY OF _____ and Customer shall make a joint examination of THE CITY OF _____'s facility monitoring system records for the impacted cage, rack or cabinet in the Space. THE CITY OF _____ agrees to and shall make a determination of whether Customer is entitled to a refund or credit within thirty (30) calendar days from the occurrence of the event. Until such determination, Customer shall continue to pay on a timely basis all monthly Fees required by the Agreement without offset, credit or deduction. The amount of any refund or credit to which Customer is entitled for an impacted power circuit, Internet access, or cross-connect shall not exceed one hundred percent (100%) of the monthly Fee allocable to the specific impacted power circuit,

Internet access, or cross-connect. Under no circumstance will Customer be entitled to a refund or credit if the event complained of was caused by an event of Force Majeure, scheduled maintenance, or Customer's actions.

CUSTOMER'S RESPONSIBILITY

Customer agrees to and shall abide by and honor all rules, regulations, policies and procedures with regard to the use of the Space, the Premises and the Building from time to time published by THE CITY OF

_____ (whether written or published on THE CITY OF _____'s website). By signing the Colocation Service Order Form the Customer agrees to be bound by these Terms and Conditions.

Customer also acknowledges that it has reviewed The City of _____'s Customer Policies & Procedures. The City of _____, Inc. will confirm delivery date after the order has been validated and approved. Installation charges are an estimate only. Final charges are subject to completion of installation. The City of _____, Inc. cannot guarantee additional power for reconfiguration or upgrades of Customer Equipment, except as specified in this Agreement.

Customer authorizes The City of _____, Inc. to release Customer's name to other The City of _____ potential and current customers.

Customer agrees and acknowledges that it is solely responsible for ordering circuits directly from the carrier if Customer is not purchasing bandwidth from The City of _____. Customer shall coordinate with the

carrier the delivery and provisioning of circuits to The City of _____, Inc. facilities. The City of _____, Inc. may be able to assist only if circuit number(s) are provided. Customer understands that The City of _____, Inc. is not responsible for commitments made by carriers.