



Valid for 30 days from \_\_\_\_\_

**Customer Order Form: Colo**

Date:

Contract Term:

Quote #:

MRC:

Service Provider	Customer
Hivelocity, Inc. 8010 Woodland Center Blvd Suite 700 Tampa, FL 33614 Phone: (888) 869-4678 ext 223 Account Manager: Brian Shaw <a href="mailto:Brian@hivelocity.net">Brian@hivelocity.net</a>	Customer Name Customer Address  Phone: Contact: Email:

Product	Line Description	New/ Existing	QTY	Non- Recurring Charge	Monthly Recurring Charge
Space		New			
Power					Included
IP's					Included
Bandwidth					Included
Total:					
					Subtotal:
					Total:

Special Instructions:	
-----------------------	--

**HIVELOCITY**

8010 WOODLAND CENTER BLVD SUITE 700, TAMPA, FL 33614  
 HIVELOCITY.NET

\_\_\_\_\_ Customer Initial



<p>Master Services Agreement</p>	<p>This Customer Order Form is being executed pursuant to the Master Services Agreement between HIVELOCITY and Customer. The terms of the Master Services Agreement shall apply to this Customer Order Form as if set forth herein. The terms and conditions set forth in HIVELOCITY's Service Level Agreement and Terms of Service, all found at <a href="http://www.Hivelocity.net/legal/">www.Hivelocity.net/legal/</a> shall also apply to this Customer Order Form, as if set forth herein. To the extent there is any conflict between the terms of this Customer Order Form and the terms of the Master Services Agreement, Service Level Agreement, and/or Terms of Service, the terms of this Customer Order Form shall prevail. Bill rates, service offerings and contract terms are based on the customer committing to a new ____ month term agreement for the entirety of all services provided under the Master Services Agreement including services provided under previous or successive quotes which may not be incorporated into this quote. New contract term commences on the first full month after the prorated amount of the remaining days in the month in which service is started and then ____ full months thereafter. Pricing is based on full contract term and automatic electronic payment agreement via automatic monthly credit card charge or bank ACH debit.</p> <p><b>Removal of Customer Owned Equipment.</b> Customer will provide HIVELOCITY with written notification five (5) days before Customer wishes to remove Customer Owned Equipment, if any. (This does not include replacing a piece of equipment with a similar piece of equipment). Before removal of any Customer Owned Equipment, all amounts due to HIVELOCITY must be brought current. Once HIVELOCITY authorizes removal of Customer Owned Equipment, Customer will promptly remove such Customer Owned Equipment, and will be solely responsible to leave the Customer space in good and clean condition, at its own expense. Customer may request HIVELOCITY to ship Customer Owned Equipment to Customer, in which case Customer will incur freight cost and any other delivery fees involved in shipping the Equipment to Customer. The Customer is solely responsible for ensuring the Equipment and Customer agrees not to hold HIVELOCITY liable in the event of damage to Customer Owned Equipment.</p> <p>Should Customer fail to make payment and/or fulfill its obligations within fifteen (15) days, HIVELOCITY may remove Customer's hardware from racks/cabinets and place them in storage. Additional storage and retrieval fees will be added in such event. Should billing balances not be settled after thirty (30) days, HIVELOCITY reserves the right to resell, take ownership of Customer Owned Equipment and/or discard same. Customer shall forfeit any claim on such equipment.</p> <p><b>Customer Provided Equipment (CPE).</b> Customer will have access to their equipment to perform maintenance or other activities as may be required. All CPE deployed into the datacenter must be inspected by HIVELOCITY technical staff, and configurations must be approved prior to installation and deployment onto the HIVELOCITY network. All CPE will be recorded into the HIVELOCITY inventory and asset control system and will be assigned an inventory asset tag. Customer will not remove any HIVELOCITY asset tags from its equipment while it is located on HIVELOCITY premises. No CPE may be removed from the data center without being checked out of the inventory management system. In no event will a Customer be allowed to remove any substantial portion of their equipment prior to the termination of the agreement. HIVELOCITY reserves the right to determine what is considered a substantial portion of CPE.</p>
<p>Power Terms</p>	<p>Customer must inform HIVELOCITY immediately upon discovery of any worn, frayed or cut cables by contacting the Network Operating Center (NOC) or the site operation manager. No soldering or open flames are allowed in the Data Center. By code, the load on any AC circuit should not exceed 80% of its maximum rating. To ensure the safety of the HIVELOCITY facility, there are restrictions on the maximum total power provided to any individual cabinet, rack or cage installed in the facility. The site operations manager must approve all specific Customer power requirements that exceed this threshold.</p> <p>Customer must use only outlets from HIVELOCITY-provided (or -approved) power strips. If Customer plugs in additional power strips into the HIVELOCITY-provided power strips (i.e., daisy-chains multiple strips together), HIVELOCITY SLAs are no longer in effect. HIVELOCITY reserves the right to demand the removal of the additional power strips, and Customer must remove them immediately on demand. Redundant AC circuits for fail-over may also be purchased. Customer must use a redundant circuit for fail-over only and may not use it as a primary power feed. The actual combined power draw on a primary/redundant circuit pair may not exceed 80% of the primary circuit's maximum draw. If Customer's actual power requirement exceeds 80% of the primary circuit's maximum draw (for example, 16A on a 20A/120V circuit), Customer must purchase additional primary power circuits. HIVELOCITY will periodically review Customer's usage of primary and redundant circuits to verify that Customer is not overloading the circuit or using redundant circuit as a primary power source. Customer will be charged the current monthly fee for a primary circuit for any redundant circuits used as a source of primary power or contributing to actual draw in excess of the primary circuit's maximum draw. HIVELOCITY may, with 24 hours' notice, temporarily remove from service any individual DC power feed for maintenance of the power infrastructure.</p>
<p>Change in Customer Space</p>	<p>In the unlikely event this is required, Hivelocity may relocate, change or otherwise substitute space in the Data Center for the Customer Space at any time during the term of the Agreement, provided that (i) the replacement space is substantially similar in size and configuration to the original Customer Space, (ii) Hivelocity gives Customer at least ninety (90) days written notice of such relocation (except that no notice is required in the event of an emergency), and (iii) all actual costs of relocation shall be borne by Hivelocity. Hivelocity may access the customer space at any time and for any reason, including, without limitation, to perform maintenance and repairs, to inspect Equipment, to measure power draw and to perform contracted Service. Neither Customer nor any of its officers, employees, technicians, agents, representatives, subcontractors, or visitors shall make any alterations, additions or improvements to the Customer Space without Hivelocity's prior written consent.</p>
<p>Access Terms</p>	<p>Without limiting Hivelocity or rights and remedies under contract, at law or in equity, failure by Customer or Customer's Representatives to comply with the Policies and Procedures in effect from time to time may result in (a) removal of Customer or any Customer Representative from the building, (b) restriction of Customer's access to the building, (c) Customer's power or connectivity being restricted or disconnected, and/or (d) impositions of additional charges.</p>

HIVELOCITY

8010 WOODLAND CENTER BLVD SUITE 700, TAMPA, FL 33614  
HIVELOCITY.NET

\_\_\_\_\_ Customer Initial