



Master Services Agreement

This Agreement is entered into as of _____, (the "Agreement"), by and among **HiveLOCITY, Inc.** (hereinafter HIVELOCITY) and _____ (hereinafter Customer).

HIVELOCITY shall provide colocation and related services to Customer, as specified on a Customer Order Form (the terms of which are incorporated by reference herein) (hereinafter the Services), on the terms and conditions hereinafter set forth. In the event of any conflict between the terms of this Master Services Agreement and the terms of any Customer Order Form, the terms of the Customer Order Form shall prevail. All terms of this Master Services Agreement which do not expressly conflict with the terms of a Customer Order Form shall be applicable to each Customer Order Form as if set forth therein.

1. **Fees and Billing.** Customer agrees to pay the Non-Recurring Charges (NRC), Monthly Recurring Charges (MRC), Taxes and other fees indicated on the Customer Order Form (collectively Service Fees).

1.1 **Activation Charges.** HIVELOCITY will bill Customer for all Non-Recurring Charges and first month of Monthly Recurring Charges (the Activation Charges) (as specified on the Customer Order Form) upon HIVELOCITY's acceptance of this Agreement and the Customer Order Form. HIVELOCITY will not commence installation, initiation and Service unless and until it has received payment in full of all charges due.

1.2 **Recurring Service Fees.** HIVELOCITY will begin billing for Monthly Recurring Charges on the date that is the earlier of: (a) the Installation Date specified on the Order Form; or (b) the date that Customer places Customer Equipment in HIVELOCITY premises. HIVELOCITY will bill Customer for services to be provided in the current month. The License Fees and/or other monthly charges set forth in an Order shall increase by three percent (3%) (unless another escalation amount is set forth in the Order) upon each anniversary of (a) if the Billing Commencement Date of the Order falls on the first day of a calendar month, the Billing Commencement Date of the Order, or (b) if the Billing Commencement Date of the Order falls on any day other than the first day of a calendar month, the first day of the month immediately following the Billing Commencement Date of the Order. HIVELOCITY reserves the right to pass along to Customer the actual, pro rata increase in the amount charged (including, without limitation, taxes, fees and similar charges) for electricity by the utility providing electricity to the Data Center, which increase will be applicable upon the effective date thereof and will be billed on a pass-through basis.

1.3 **Term.** The Term of this Agreement is specified on the order form. This agreement shall renew yearly following the initial term unless either party provides written notice of non-renewal within thirty (30) days of the then current Term. Either party to this agreement shall, upon request of the other party, execute, acknowledge, and deliver an instrument evidencing the renewal of this agreement. Notwithstanding anything to the contrary in this Agreement, if, upon Customer's notice of termination or nonrenewal of the then-current term, this Agreement continues on a month-to-month term or if Customer specifically requests a month-to-month term, then the monthly recurring fees for all such month-to-month Services shall automatically increase by 20% over the fees immediately prior to such month-to-month term. In the event of an early contract termination by Customer, Customer agrees to pay HIVELOCITY a lump sum, within five (5) days of the effective date of such termination as liquidated damages an amount equal to one hundred (100%) of the unpaid amounts remaining on the contract term. Customer and HIVELOCITY acknowledge that the actual damages suffered by HIVELOCITY in the event of an early termination would be difficult, if not impossible, to ascertain, and that the liquidated damages set forth herein are a reasonable approximation of what those actual damages could be, and agree to be bound thereby. No equipment or other assets including intellectual property, domain registrations, etc. may be removed or otherwise transferred away from the facilities nor will any domain transfers or other service migration be made until the Customer's account has been paid in full.

1.4 **Taxes.** Customer agrees to pay or reimburse HIVELOCITY for any applicable taxes which are or may be levied based on the transactions contemplated hereby and services provided hereunder, excluding only HIVELOCITY's real estate and income taxes. Any such tax shall be invoiced and payable in accordance with the payment terms of the agreement. HIVELOCITY agrees to provide customer with reasonable documentation to support invoiced amounts for taxes within thirty (30) calendar days of receipt of Customer's written request. If appropriate, upon execution of this agreement and as often thereafter as reasonably requested by HIVELOCITY, customer shall provide HIVELOCITY with a properly executed certificate of tax exemption. Customer shall give effect to such certificate on a prospective basis from the date of receipt, subject to applicable law.

1.5 **Payment Terms.** HIVELOCITY shall invoice Customer for all charges to Customer arising under this Agreement. Monthly recurring charges will be billed in advance. All other charges for Service will be billed on a separate cycle, typically within 30 days of when the Service was consumed. The Services will be billed at the end of the month in which the Services were provided. Unless otherwise agreed to in writing as part of this agreement, Customer authorizes HIVELOCITY to automatically charge Customer's pre-arranged credit card or bank ACH transfer for all charges related to this agreement. Customers approved for payment by invoice shall maintain a deposit on their account equal to no less than two months contracted and estimated charges. In the event that an automatic payment authorization is not able to be processed, Customer will be notified by HIVELOCITY and the Customer agrees to remedy the automatic payment arrangements. HIVELOCITY may elect at its discretion to allow the Customer to be invoiced for their services. In this event Customer accepts an increase of 5% of the total invoice amount as consideration for the additional processing of the Customer's billing. If invoiced, Customer agrees that all invoices will be paid on time. Delinquent payments will be subject to a late payment charge of \$25.00. (There is a 3-day grace period for payments). All delinquent amounts owed to HIVELOCITY shall accrue interest at the lesser of 18% per annum or the highest lawful rate.

In the event it becomes necessary to suspend service to a Customer's account due to non-payment there will be a reconnection fee

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in the amount of one month's service not to exceed \$200. All past due invoices, late fees, and reconnection fees must be paid prior to service reconnection. HIVELOCITY reports the payment history of its Customer accounts to commercial and personal credit reporting agencies.

1.6 **Disputed Amounts.** Customer shall promptly, but in no event later than thirty (30) days after receipt of an invoice, notify HIVELOCITY in writing of any disputed invoice or credit amounts. The parties agree to investigate and work together in good faith to resolve the dispute within thirty (30) days of notice to HIVELOCITY. Any disputed charge not brought to HIVELOCITY's attention within thirty (30) days of receipt of an invoice shall be deemed undisputable thereafter.

1.7 **Suspension of Services, Customer Equipment.** In the event Customer fails to pay HIVELOCITY amounts under this Agreement when due, Customer agrees that HIVELOCITY may, in addition to its right to terminate this Agreement under Section 2, (i) suspend, in whole or in part, any or all Services provided hereunder, (ii) restrict or prohibit Customer's physical and remote access to Customer's equipment, and/or (iii) take possession of any equipment provided by Customer, store it, and liquidate it, all at Customer's expense in full or partial satisfaction of the Customer's account balance and or lien or judgment, all without being liable for any prosecution for damages. At such time as the provision of Service to Customer is terminated, the amount of any remaining deposit will be credited to Customer's account and any credit balance that may remain will be refunded. In addition, in the event of a recommencement of service, HIVELOCITY reserves the right to charge a reconnection fee in the amount of one month's service not to exceed \$200. All past due invoices, finance charges, late fees, and reconnection fees in accordance with HIVELOCITY'S then effective policies must be paid before service is restored.

1.8 **Credit Approval.** The commencement, re-commencement and ongoing provision of Services are contingent upon continuing credit approval by HIVELOCITY. HIVELOCITY may require a deposit or other acceptable form of security if it reasonably believes itself insecure with respect to Customer's ability to pay or upon re-commencement of Services following a failure by Customer to pay HIVELOCITY all amounts owed when due. A deposit may not exceed the actual or estimated charges for Service for a two (2) month period.

2. **Removal of Customer Owned Equipment.** 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.

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.

3. **Common Carrier.** HIVELOCITY and Customer agree that HIVELOCITY is solely acting as a common carrier in its capacity of providing services hereunder, is not a publisher of any material or information and has no right to edit or censor the material at Customer's site.

4. **Service.** Customer understands and agrees that occasional temporary interruptions of Internet Services will occur. HIVELOCITY agrees to exercise reasonable care to minimize such occurrences. However, HIVELOCITY acknowledges that it is customer's expectation that the uptime of HIVELOCITY services will be 99.999% the failure of which is grounds for cancellation of this agreement by the Customer without further obligations and commitments. Scheduled Maintenance is not considered as down time. Customer agrees to abide by all additional Terms of Service listed at <https://hiveLOCITY.net/legal/tos/>, the terms of which are hereby incorporated by reference herein. If terms within the Terms of Service conflict with any terms in this Agreement, the terms of this Agreement shall control.

5. **Warranty/Limitation of Liability.**

5.1 **LIMITATION ON LIABILITY.** HIVELOCITY SHALL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE RESULTING FROM THE USE OF THE PRODUCTS AND SERVICES BY THE CUSTOMER OR ANY THIRD PARTIES OR ANY FAILURE OF THE PRODUCTS AND SERVICES OR (ii) ANY LOSS OF DATA OR CORRUPTION OF DATA, INCLUDING LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, SERVICE INTERRUPTIONS, FAILURE OF HIVELOCITY NETWORK, RECLAMATION OF SERVERS BY HIVELOCITY, FAILURE OF SERVERS, THE RELOADING OF AN OPERATING SYSTEM OR OTHER SOFTWARE ON A SERVER OR THE NEGLIGENCE OF HIVELOCITY. CUSTOMER IS SOLELY RESPONSIBLE FOR SAFEGUARDING, BACKING UP AND ARCHIVING ALL DATA OWNED, CONTROLLED OR TRANSMITTED BY CUSTOMER THAT RESIDES ON HIVELOCITY NETWORK OR ANY SERVER OWNED OR OPERATED BY HIVELOCITY. IN NO EVENT SHALL HIVELOCITY'S AGGREGATE LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID BY CUSTOMER TO HIVELOCITY IN THE BILLING CYCLE IMMEDIATELY PRECEDING SUCH CLAIM. HIVELOCITY PROVIDES ALL PRODUCTS AND SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER

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EXPRESS OR IMPLIED AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE PRODUCTS AND SERVICES AND HIVELOCITY SHALL HAVE NO LIABILITY THEREFORE. NO CLAIM MAY BE ASSERTED BY CUSTOMER AGAINST HIVELOCITY MORE THAN TWO (2) YEARS FOLLOWING THE DATE OF THE EVENT THAT UNDERLIES ANY SUCH CLAIM. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE RECEIPT OF A SERVICE CREDIT AS PROVIDED FOR IN THE SLA CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND HIVELOCITY'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY FAILURE OF HIVELOCITY NETWORK, HIVELOCITY HARDWARE OR HIVELOCITY INFRASTRUCTURE OR THE FAILURE BY HIVELOCITY TO PROVIDE CUSTOMER WITH THE PRODUCTS AND SERVICES OR MANAGED HOSTING SERVICES PURCHASED BY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT WHICH RESULTS FROM A QUALIFIED NETWORK DOWNTIME EVENT OR ANY OTHER QUALIFIED DOWNTIME EVENT.

5.2 **Beta/Early Access Disclaimer.** As part of its' business model, Hivelocity is constantly developing new and innovative Products and Services. From time to time, Hivelocity will offer such newly developed Products and Services (sometimes referred to as test, beta, pilot, early access, experimental, pre-release, limited release, developer preview, etc.). In the event that Customer uses any such Products and Services, such use shall only be for testing purposes, and not for actual production. Except as expressly stated otherwise in writing, such Products and Services are provided "as is", and are provided without any warranty, indemnifications or other responsibility or liability on the part of Hivelocity. Such Products and Services, in many cases, have not been fully developed or tested, and may have flaws and vulnerabilities. Hivelocity accepts no liability for any harm or damage arising out of or in connection with Customer's use of such Products and Services and Customer's use of such Products and Services in a production environment is not recommended and would be at Customer's sole risk. Hivelocity may discontinue or modify such Products and Services at any time in its sole discretion.

6. **Force Majeure.** HIVELOCITY shall not be liable to Customer or any other person, firm or entity for any failure of performance under this Agreement if such failure is due to any cause or causes including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm, or other similar occurrences; any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority; national emergencies, insurrections, riots, wars; or strikes, lockouts, or work stoppages or other labor difficulties;

7. **Indemnity by Customer.** Customer agrees to indemnify and hold harmless Hivelocity, its subsidiaries, their affiliates and each of their respective directors, officers, employees, shareholders and agents (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs thereof (collectively, "Losses") to which an Indemnified Party may become subject and which Losses arise out of, or relate to the Agreement, Customer's use of the Products and Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse an Indemnified Party for all legal and other expenses, including reasonable attorneys' fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Losses, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

8. **Liability of Customer.** Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or Service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer or other or by the use of Customer-provided facilities or equipment, or by the use of facilities or equipment furnished by any other person using Customer's facilities which are connected to HIVELOCITY's facilities, shall not result in the imposition of any liability upon HIVELOCITY and Customer shall pay to HIVELOCITY any reasonable costs, expenses, damages, fees or penalties incurred by HIVELOCITY as a result thereof, including costs of local exchange company, labor and materials.

9. **Mutual Representations and Warranties and Indemnification.** Each party represents, warrants and covenants that: (i) it has and will maintain the legal right to use, operate and locate its equipment at HIVELOCITY; (ii) the performance of its obligations hereunder will not violate any applicable Laws; (iii) neither the execution of this Agreement nor the performance of its obligations hereunder will constitute a breach by it of any agreements to which it is a party or by which it is bound; (iv) it has duly, authorized, executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of such party and shall be enforceable against such party in accordance with its terms and (v) all Customer Equipment, materials and other tangible items placed at HIVELOCITY will be installed, operated, used and maintained in compliance with all applicable laws and manufacturer specifications.

10. **Mutual Confidentiality.**

10.1 **Disclosure and Use.** Each party agrees that it will not use in any way, nor disclose to any third party, the other party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such information, at least as stringently as it takes to protect its own Confidential Information, but in no case will the degree of care be less than reasonable care. Nothing herein shall preclude disclosure by a party (i) to that party's attorneys, accountants, lenders and other advisors and

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employees who have a bona fide need to know the other party's Confidential Information in connection with the receiving party's performance under this Agreement, or (ii) any disclosure that a party concludes that it is required to make as a matter of law (including, without limitation, in accordance with the rules and regulations of a national stock exchange, the Securities and Exchange Commission or other securities law regulators), provided that such disclosure is made after good faith consultation with counsel with respect thereto. Each party agrees to only make copies of the other's Confidential Information for purposes consistent with this Agreement, and each party shall maintain on any such copies a proprietary legend or notice as contained on the original or as the disclosing party may request.

10.2 **Exclusions from Confidentiality Obligations.** Notwithstanding the confidentiality obligations required herein, neither party's confidentiality obligations hereunder shall apply to information which: (a) is already known to the receiving party (other than the terms of this Agreement); (b) becomes publicly available without fault of the receiving party; (c) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or such Confidential Information is approved for release by written authorization of the party having the rights in such Confidential Information; (d) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (e) is required to be disclosed by Law, provided that prior to making such required disclosure, the party who is required to disclose the Confidential Information shall notify the owner of such Confidential Information that disclosure is legally required.

11. **Mutual Insurance Requirements.** Each party agrees to keep in full force and effect during the term of this Agreement: (i) commercial general liability insurance with a combined single limit in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate (or coverage under an umbrella policy in an amount not less than \$3,000,000), including broad form premises and operations, independent contractors, products and completed operations, personal injury, contractual, and broad form property damage liability coverage, and (ii) workers= compensation insurance covering such party's employees in an amount not less than that required by law. Hivelocity shall maintain property insurance (all risks) covering HIVELOCITY's Facilities. Customer shall maintain property insurance on Customer Equipment.

12. **Assignment.** HIVELOCITY may assign this Agreement without Customer's prior written consent. Customer may not assign this Agreement without the prior written consent of HIVELOCITY; however such consent shall not be unreasonably withheld.

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13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Hillsborough County, Florida shall have exclusive jurisdiction over any judicial proceeding relating to any dispute arising out of the interpretation, performance or breach of this Agreement.

14. **Waiver of Jury Trial. CUSTOMER AND HIVELOCITY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**

15. **Entire Agreement.** This Agreement, together with the Privacy Policy and Terms of Service which are hereby incorporated by reference herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by the parties hereto. The Privacy Policy and Terms of Service can be accessed at <https://www.hiveLOCITY.net/legal/>. If terms within the Terms of Service or the Privacy Policy conflict with any terms in this Agreement, the terms of this Agreement shall control.

16. **Attorneys' Fees.** In the event that any litigation arises out of the rights and obligations of the parties under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, its costs and reasonable attorneys' fees incurred in connection with such litigation, including fees incurred at all trial and appellate levels, and in bankruptcy proceedings.

17. **Binding on Successor and Assigns.** This Agreement shall be binding upon the parties hereto, the respective successors and assigns.

18. **Notices.** Any notice under this Agreement may be e-mailed, delivered personally or mailed by registered mail to the addresses written below, or to such other places as the parties may designate in writing.

19. **Additional Goods or Services.** HIVELOCITY reserves the right to decline to provide additional goods or services to Customer (without notice or penalty) if, Customer fails to fulfill its obligations under this Agreement in a timely manner. If Customer fails to pay any amount owed to HIVELOCITY when due, Customer shall pay, on demand, all costs incurred by HIVELOCITY in collecting the unpaid amount. Additionally, HIVELOCITY reserves the right to require an advance deposit when substantial costs can be predicted and to arrange direct billing to Customer of any major costs associated with any goods or services provided by HIVELOCITY for Customer pursuant to this Agreement

20. **Third Party Software.** If Customer purchases or is provided with any optional functionality which involves the acquisition of third-party software through HIVELOCITY (e.g., Real Networks or Microsoft Software) Customer agrees to sign any required third-party license agreements after review and prior to acceptance of the third-party software. HIVELOCITY will not install any third-party software on Customer's server(s) without Customer's prior consent to the licensing terms. If HIVELOCITY installs third party software for Customer and acceptance of license terms is affected electronically, Customer will have the opportunity to review the licenses agreement prior to installation. In the event HIVELOCITY makes any software available to Customer in connection with the Services, Customer acknowledges and agrees that title to such software remains with HIVELOCITY and its suppliers, if any, that the content and design of such software are valuable trade secrets, and that Customer may use such software only for purposes of the Services. Customer agrees not to copy or suplicate, reverse engineer, de-compile or disassemble, make derivate works or modify such software. In the event HIVELOCITY installs any third-party software, required for optional functionality, not licensed to Customer in equipment owned by Customer, HIVELOCITY shall remove the software before returning the equipment to Customer. HIVELOCITY strongly enforces anti-piracy laws and requires that any software installed within its facilities be properly licensed and legal versions of the software. Customer affirms that it will not install any illegal of unlicensed software.

21. **Support Services.** All Services not expressly defined in the Managed Service Description shall be provided at HIVELOCITY's then current standard hourly rates and any materials shall be provided at HIVELOCITY's then current standard prices. Costs incurred by HIVELOCITY for travel, subsistence, supplies, and/or services shall be billed at HIVELOCITY's cost plus HIVELOCITY's standard administrative handling charge. Customer agrees to pay for such Time and Materials Services, costs, and handling charges promptly in accordance with the terms of this Agreement.

22. **Equipment.** All equipment supplied by HIVELOCITY shall remain the property of HIVELOCITY. Customer will have no right or interest in any equipment, software or intellectual property supplied by HIVELOCITY except as provided in this Agreement and the Quote. Customer agrees to execute UCC financing statements when and as requested by HIVELOCITY and hereby appoints HIVELOCITY as its attorney in fact to execute such statements on behalf of the Customer. Customer will, at its own expense, keep such equipment free and clear from any liens and encumbrances of any kind (except as caused by HIVELOCITY) and will indemnify and hold HIVELOCITY harmless from and against any loss or expense caused by Customer's failure to do so. Customer will not remove, alter or destroy any labels on the equipment supplied by HIVELOCITY stating that it is the property of HIVELOCITY.

23. **Customer Provided Equipment (CPE).** 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

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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.

24. **No-Hire Clause.** During the term of this Agreement, and for a period of 12 months thereafter, neither Customer nor any of its Affiliates will (i) employ or hire, nor engage as a consultant or subcontractor, any employee of HIVELOCITY or any of its Affiliates, (ii) solicit any employee of HIVELOCITY or any of its Affiliates to become an employee of, or consultant or subcontractor to, Customer or any of its Affiliates or (iii) recommend or suggest to any other person or entity that it solicit, employ, hire, or engage any such employee of HIVELOCITY. If there is a breach of the foregoing provisions by Customer, HIVELOCITY shall be entitled to be paid, on demand, as liquidated damages and not as a penalty, an amount equal to the annualized base salary and other regular compensation being paid to such employee as of the date of the termination of his or her employment with such party or its Affiliate. The amount of damages that would be suffered as a result of a breach of the foregoing provisions of this Section 24 would be difficult to measure, and such payment amount constitutes reasonable liquidated damages for such breach.

IN WITNESS WHEREOF, the parties hereto have executed this document.

Customer Signature: _____

Print:

Title:

Date:

Hivelocity Signature: _____

Print:

Title:

Date:

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