



Colocation Master Services  
Vol.1.0

THIS COLOCATION MASTER SERVICE AGREEMENT ("Colo MSA" or "Colocation MSA") shall apply to Service Orders or Agreements ("agreement(s)", "service order(s)", or "contract(s)") between Hunter Communications ("Hunter", "Contractor" or "Provider") and Customers ("Customer") utilizing Hunter's Premises and Fiber Optic Network (the "network" or "system") for the purpose of co-location of Customer equipment. Colocation Service Orders are subject to the Hunter Communications Data Master Service Agreement (MSA) and the following terms:

1. **SCOPE**

This MSA sets forth the terms and conditions under which Hunter agrees to provide to Customer, and Customer agrees to procure from Hunter, Colocation Services ("Services") as described in Customer's Service Order. Any data services provided in conjunction with Colocation Services as detailed on a Customer's Service Order shall be subject to the terms of the Hunter Communications Data Master Services Agreement (MSA) and Acceptable Use Policy (AUP).

2. **DESCRIPTION OF SERVICES**

2.1 HUNTER will grant to Customer a nonexclusive limited license ("License") to install computer and communications equipment owned by Customer ("Equipment") within a specified cabinet or rack ("Space") within the HUNTER controlled premises ("Premises") located at the building(s) ("Building" or "Buildings") identified in individual Service Orders executed pursuant to this Agreement. Each Service Order is governed by and subject to the terms and conditions contained in this Agreement and any property lease ("Primary Lease") between HUNTER and the building owner ("Landlord") that governs Hunter's use of the Premises. Customer hereby acknowledges and agrees that under no circumstances will it be granted any real property interest in the Space or any of the Premises under the terms of this Agreement, and that Customer has no rights as a tenant under any real property or landlord/tenant laws, regulations or ordinances. Hunter reserves the right to grant, renew or extend similar licenses to others for locating equipment in the Building.

2.2 HUNTER will provide utility and maintenance Services described herein and in the Service Orders. Hunter will provide Services that support the overall operation of the Building (e.g. janitorial services, environmental systems maintenance and power plant maintenance), at no additional charge.

3. **TERM**

The term of each License and Service Order will commence on the date all services in Customer's Service Order have been installed and activated and will continue for the length of the term identified in the applicable Service Order, unless earlier terminated as provided in Hunter's Data MSA; fees for early termination may apply. At the conclusion of the License Term, each License will continue month-to-month unless terminated by either party providing 30 days prior written notice to the other party.

4. **RATES AND CHARGES**

Rates for colocation Services are identified in the applicable Service Order. MRC for Colocation Service(s) shall begin upon the date Hunter makes the Space available to Customer. MRC for data services shall begin upon activation of said services. See Data MSA for more details.

5. **ACCESS AND USE**

5.1 Subject to Provider's reasonable security measures, Hunter will provide Customer reasonable access to the Space based upon the access provisions set forth (escorted / unescorted) within applicable Service Order throughout the License Term so that Customer may perform installation, operation, maintenance, replacement and repair functions related to its Equipment. Customer will provide Hunter NOC with reasonable advance notice (no less than two full business days) at 1-800-939-6336, or noc@Hunterfiber.com. Customer will provide to Hunter full and free access to the Equipment at all times. Customer is responsible for the actions of all who access the Building on Customer's behalf, or who access the Building utilizing Customer's key or key card.

Hunter Initials \_\_\_\_\_ Date \_\_\_\_\_  
Customer Initials \_\_\_\_\_ Date \_\_\_\_\_



5.2 Customer will maintain an up to date and accurate list of personnel who may access the space on the customers behalf, a list of designated security contacts allowed to add to or remove from this list will also be kept up to date and on file with Hunter. In the case of unescorted facility access, Hunter will issue a maximum of (2) electronic access cards, and (2) keys (collectively referred to herein as "Key(s)"), as applicable for Customer to access the Premises and the Space. Customer will pay a \$100 fee per Key for replacements.

5.3 Customer will use the Space and the Equipment solely for the purposes of providing communications services including, but not limited to, internet and data Services. Customer will not prohibit or interfere with the use of the Building or any portion thereof by Hunter or other tenants, Customers or occupants of the Building. Customer will not sublicense, lease, rent, share, resell or allow the use of the Equipment or Space, in whole or in part, by any third party, including but not limited to other providers of computer or communications services, without Hunter's prior written consent.

5.4 Hunter reserves the right at all times during the License Term to suspend Customer's License and access to the Premises and any and all Services including electrical power, or to remove, change or otherwise terminate the operation of the Equipment installed in the Space without notice if Hunter deems, in its sole reasonable discretion, that suspension is necessary, either (i) to protect the public or Hunter's personnel, agents, Premises or services from damage or injury of any kind, or (ii) because Customer's use of the Space violates any law, rule or regulation. Hunter will use reasonable best efforts to notify Customer promptly of any such suspension, and will cooperate with Customer to remedy the situation and resume Services.

5.5 In the event that the Service Order calls for escorted facility access only, said access, after the date of installation, shall be restricted and allowed only with prior reasonable notice (no fewer than two full business days) to Hunter facilitators. Emergency access shall be provided as needed on an escorted basis. Emergency access to the Facility during non-business hours and office closure holidays may be subject to additional fees at the rates indicated herein. All Facility visits shall be logged with the Hunter Communications technical contact. Any maintenance done by Hunter that would normally be the responsibility of the Customer shall be billed at \$125.00 hourly with a minimum billing time of one hour. Additional work shall be billed in 30 minute increments. Access provided outside of regular business hours or on office closure holidays will be billed at the preceding rate(s) x 1.5.

## 6. UTILITIES AND INTERRUPTIONS

6.1 Hunter will make reasonable efforts to furnish additional power if necessary to meet the reasonable requirements of Customer as identified in the Service Order. Customer will be responsible for providing, at Customer's sole expense, any filtering or regulation devices within the Space to correct any interference or potential electrical surges. If Customer draws power in excess of the requirements outlined in the Service Order for any particular Space, Customer will pay for the additional power usage within that Space at the then-current rate per Amp.

6.2 The parties will use their best efforts to avoid any unnecessary interruptions and, where required, will work with each other to plan and coordinate necessary Service and utility interruptions so as to minimize disruptions to the Equipment and the Facilities. In no event will Hunter be liable to Customer or any of Customer's customers for any damages, liabilities or expenses, resulting from or caused by such interruptions or outages. See Sections 8 and 9 of Data MSA for full scope of limited liability, warranty, and remedy.

6.3 In the case of AC powered equipment, Hunter provides line power with generator backup. Unless specified otherwise on the service order, Customer will be responsible to provide a rackmount UPS which has the capability to power the customers equipment during power transfer switch.

## 7. INSTALLATION

7.1 Prior to the commencement of any work within the Space, Customer will, at Customer's cost and expense, prepare and present to Hunter working drawings, plans and specifications (the "Plans") detailing the technical characteristics, location and size of the Equipment, schedule for all installation activities related thereto. No work will commence until Hunter, in its sole reasonable discretion, has approved the Plans in writing. The Equipment will be designed and constructed so as to prevent electromagnetic and radio frequency signal leakage. If the Equipment fails to prevent such leakage Hunter may terminate the affected Service Order, subject to the conditions herein.

Hunter Initials \_\_\_\_\_ Date \_\_\_\_\_  
Customer Initials \_\_\_\_\_ Date \_\_\_\_\_



**7.2 Customer shall:**

7.2.1 perform installation and related work in a professional and safe manner consistent with the Equipment manufacturers' specifications and other reasonable requirements established by Hunter; and

7.2.2 perform construction and work so as to minimize interference with the operation of the Building and the occupants' activities and businesses; and

7.2.3 perform heavy construction or installation activities which would reasonably be considered as disruptive or noisy before 8:00 a.m. and after 5:00 p.m.; and

7.2.4 obtain necessary federal, state and municipal permits, licenses and approvals, prior to the commencement of any installation and related work; and

7.2.5 Conduct its installation activities using trained technicians; and

7.2.6 be responsible for safety conditions in the areas of work performance at all times; and

7.2.7 keep the installation areas safe and orderly at all times; and

7.2.8 upon completion of installation, leave the Building clean and free from all materials, tools, and equipment not required after installation and from all rubbish and debris which results from installation.

7.3 Hunter will have the right to order Customer to prevent or stop installation activities, without liability to Hunter, if such activities, within Hunter's sole judgment, will interfere or are interfering with the operation of the Building or the occupants' activities and quiet enjoyment thereof.

**8. CUSTOMER'S COVENANTS AND WARRANTIES.**

Customer agrees to the following covenants and warrants:

8.1 To keep the Space and the Equipment in good order, repair and condition throughout the License Term and to promptly and completely repair all damage to the Building caused by Customer, reasonable wear and tear excepted;

8.2 To comply with federal, state and municipal laws, orders, rules and regulations applicable to its activities and the Equipment; and

8.3 That Customer will not disrupt, adversely affect or interfere with other providers of services in the Building or with any occupants' use and enjoyment of the Space or the common areas of the Building.

**9. EQUIPMENT OWNERSHIP AND MAINTENANCE**

Hunter will not be liable for damage, theft, misappropriation or loss, except to the extent caused by Hunter's gross negligence or willful misconduct. Customer will label or bar-code all Equipment.

9.2 Customer will, at its sole expense, maintain and repair the Equipment to avoid hazard or damage to the Space and Building or injury to Hunter employees, agents, suppliers, other tenants or the public. Except as specifically agreed, Hunter has no responsibility for maintenance or repair of the Equipment. Customer may request maintenance Services from Hunter as described below.

9.3 IN NO EVENT WILL HUNTER BE LIABLE TO CUSTOMER FOR ANY DAMAGES, DIRECT OR INDIRECT, TO CUSTOMER EQUIPMENT ARISING OUT OF CUSTOMER'S USE OF THE BUILDING OR THE SERVICES PROVIDED HEREUNDER, EXCEPT TO THE EXTENT SUCH DAMAGES ARE THE DIRECT RESULT OF HUNTER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (See sections 8 and 9 of Data MSA).

9.4 At the expiration or earlier termination of this Agreement, Customer will remove the Equipment and Customer's personal property from the Building in a neat and orderly manner, and repair all damage caused by

Hunter Initials \_\_\_\_\_ Date \_\_\_\_\_  
Customer Initials \_\_\_\_\_ Date \_\_\_\_\_



such removal, excluding normal wear and tear, at Customer's sole expense. Any property not so removed within thirty (30) days after the expiration or termination of this Agreement will be deemed abandoned and the property of Hunter, and Customer will be liable for all costs incurred by Hunter from removing the Equipment, disposing of the Equipment, and repairing the Building as a result thereof.

**10. CONDITION OF SPACE AND BUILDING**

HUNTER MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HAS INSPECTED THE SPACE, ACCEPTS THE SAME "AS IS" AND AGREES THAT HUNTER IS UNDER NO OBLIGATION TO PERFORM ANY WORK OR PROVIDE ANY MATERIALS TO PREPARE THE SPACE OR THE BUILDING FOR CUSTOMER.

**11. RELOCATION**

Hunter will have the right to relocate or require the relocation of the Equipment if Hunter deems such relocation as necessary. In such event, Hunter will provide Customer with reasonable advance notice of the need to relocate the Equipment, and the parties will meet to agree upon the activities required for such relocation. Reasonable advance notice shall be no fewer than two business days though Hunter will attempt to provide as much advanced notice as possible. Hunter will be responsible for all costs related to meeting its obligations under this Agreement as respects the relocation space. Customer will be responsible for all costs of relocating the Equipment. If Customer and Hunter are unable to agree upon the terms of such relocation, Customer may terminate this Agreement upon thirty (30) days prior written notice, subject to Customer's performing its obligations resulting from termination. If Customer fails to either terminate or relocate in a timely manner, Hunter may either relocate the Equipment at Customer's expense and without liability, or terminate the applicable License without liability to Customer.

**12. INDEMNIFICATION**

12.1 Customer will defend, indemnify, and hold Hunter, its principals, parent organizations, officers, directors, agents and employees harmless from and against any loss, cost, installation, operation, maintenance and repair of the Equipment or from Customer's or any of Customer's subcontractors' or agents' acts or omissions including, but not limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of Hunter or its employees or agents. The provisions of this Section will survive termination of this Agreement.

12.2 Customer shall not generate, store, dispose of, or otherwise handle any Hazardous Substances on, in or about the Building. Customer will promptly inform Hunter of any environmental releases of Hazardous Substances that are reportable under Applicable Law of which Customer becomes aware with respect to any Building. Customer shall indemnify, defend and hold harmless Hunter, its officers, directors, employees, agents, contractors, guests and invitees from and against all liabilities, penalties, fines and expenses, including without limitation reasonable attorney's fees, consultants' fees, litigation costs, and clean-up costs, asserted against or incurred by Hunter, its officers, directors, employees, agents, contractors and invitees at any time and from time to time resulting from the presence of any Hazardous Substances on, in or about the Building to the extent such presence results from (a) the action or inaction of Customer, its officers, directors, employees, agents, contractors, guests and invitees, and or (b) Customer's generation, storage, treatment, handling, transportation, disposal or release of any Hazardous Substance at, on, in or about the Building, and or (c) the violation of any Applicable Law governing Hazardous Substances by Customer, its officers, directors, employees, agents, contractors, guests and invitees. "Hazardous Substances" means any substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminant, under Applicable Law. "Applicable Law" means any federal, state or local statute, law, ordinance, rule, regulation, or judicial or administrative order, ruling or decision, now or in the future applicable to the Building or any portion thereof or to any activity which shall take place thereon.

**13. INSURANCE Customer will maintain the following insurance policies:**

13.1 Workers' Compensation with statutory limits, and Employer's Liability Insurance with a limit of \$1,000,000.

13.2 General Liability Insurance with a combined single limit of \$2,000,000 per location, naming HUNTER and the Landlord (if necessary) as Additional Insured.

Hunter Initials \_\_\_\_\_ Date \_\_\_\_\_  
Customer Initials \_\_\_\_\_ Date \_\_\_\_\_



13.3 Automobile Liability Insurance with a limit of not less than \$1,000,000 per occurrence covering the ownership, operation and maintenance of all owned, non-owned, or like vehicles, naming HUNTER and the Landlord (if necessary) as Additional Insured.

13.3 All required insurance policies will be maintained by Customer throughout the License Term(s) and any period during which any claims arising from this Agreement are or may be outstanding. Upon Customer's default in obtaining or delivering any such policy or certificate of insurance or Customer's failure to pay the premiums therefor, HUNTER may (but will not be obligated to) secure or pay the premium for any such policy and charge Customer the cost of such premium, or HUNTER may immediately terminate this Agreement and all License Term(s) without liability to Customer. Customer will provide HUNTER Certificates of Insurance indicating the required coverage prior to accessing the Space. The Certificate will provide that HUNTER will be notified in writing not less than thirty (30) days prior to any cancellation or material change in coverage.

14. **ENTIRE AGREEMENT**

The Service Order, this Colocation MSA, Hunter's Data MSA, and any other documents incorporated by Customer's Service Order set forth the entire understanding of the Parties and supersede any and all prior agreements, arrangements or understandings relating to the subject matter hereof. The Agreement will remain in full force and effect except as modified by a mutually agreed upon addendum to the Service Order.

Hunter Initials \_\_\_\_\_ Date \_\_\_\_\_  
Customer Initials \_\_\_\_\_ Date \_\_\_\_\_