

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council of Howard County, Maryland

2021 Legislative Session

Legislative Day No.15

Bill No. 59-2021

Introduced by: The Chairperson at the request of the County Executive

AN ACT pursuant to Section 612 of the Howard County Charter, approving a multi-year Agreement between Howard County, Maryland and Hurricane Electric, LLC for certain internet services used by the County, authorizing the Executive to make changes to the Agreement, under certain conditions; authorizing the County Executive to execute the Agreement; and generally relating to the Agreement.

Introduced and read first time _____, 2021. Ordered posted and hearing scheduled.

By order _____
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2021.

By order _____
Michelle Harrod, Administrator

This Bill was read the third time on _____, 2021 and Passed ____, Passed with Agreements _____, Failed _____.

By order _____
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ___day of _____, 2021 at ___ a.m./p.m.

By order _____
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive _____, 2021

Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike-out~~ indicates material deleted by Agreement; Underlining indicates material added by Agreement

1 **WHEREAS**, Hurricane Electric, LLC provides a full range of internet service solutions
2 and professional services in such areas as internet transit services, tools, network applications,
3 datacenter colocation and hosting services; and

4
5 **WHEREAS**, the County currently uses Hurricane Electric, LLC for internet transit
6 services to the County’s disaster recovery site; and

7
8 **WHEREAS**, the County requires internet transit services in order to utilize its broadband
9 infrastructure to provide additional Internet Service Provider (ISP) service to the County and
10 Howard County Public School System (HCPSS); and

11
12 **WHEREAS**, to provide cost savings, the County wishes to enter into a multiyear
13 agreement (the “Agreement”) with Hurricane Electric, LLC, substantially in the form attached
14 as Exhibit A; and

15
16 **WHEREAS**, the term of the Agreement is three years (36 months) and the services
17 provided to the County will cost approximately \$485,400.00 over the entire three-year term of
18 the Agreement; and

19
20 **WHEREAS**, the Agreement requires the payment by the County of funds from an
21 appropriation in a later fiscal year and therefore requires County Council approval as a multi-
22 year agreement pursuant to Section 612 of the Howard County Charter and Section 4.118 of the
23 Howard County Code.

24
25 **NOW, THEREFORE,**

26
27 ***Section 1. Be It Enacted** by the County Council of Howard County, Maryland that in*
28 *accordance with Section 612 of the Howard County Charter, it approves the multi-year*
29 *Agreement between Howard County, Maryland and Hurricane Electric, LLC, which shall be in*
30 *substantially the same form as Exhibit A attached to this Act.*

1 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that
2 *the County Executive is hereby authorized to execute the Agreement for such term in the name of*
3 *and on behalf of the County.*

4
5 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland that
6 *the County Executive, prior to execution and delivery of the Agreement, may make such changes*
7 *or modifications to the Agreement as he deems appropriate in order to accomplish the purpose*
8 *of the transactions authorized by this Act, provided that such changes or modifications shall be*
9 *within the scope of the transactions authorized by this Act; and the execution of the Agreement*
10 *by the County Executive shall be conclusive evidence of the approval by the County Executive of*
11 *all changes or modifications to the Agreement, and the Agreement shall thereupon become*
12 *binding upon the County in accordance with its terms.*

13
14 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland that
15 *this Act shall be effective immediately upon its enactment.*

Exhibit A

Hurricane Electric
760 Mission Court
Fremont, CA 94539
Telephone +1 510 580 4100

Master Service Agreement

This Master Service Agreement (the “Agreement”) is between Hurricane Electric, LLC. (“Hurricane”) and the Customer shown at the end of this document and consists of (i) this document and (ii) the Customer’s Order(s). Hurricane will begin installation and Service only after it receives and accepts: (i) a signed Order; (ii) this Agreement signed by a Customer authorized representative; and (iii) the Initial Payment due under Section 1.1 of this Agreement.

1. Service Fees and Billing. Customer agrees to pay the monthly charges for Service, the activation and other charges indicated on the Order(s) or otherwise due hereunder (collectively, “Fees”). Fees do not include applicable taxes (if any), shipping charges (if any), all of which shall be billed in addition to the Fees and shall be the responsibility of the Customer.

1.1 Initial Payment. Upon Hurricane’s acceptance of the Order and full execution of this Agreement, Customer shall be invoiced for all Service Activation Charges and the first full month’s Fees which shall be due within thirty (30) days after the execution of this Agreement.

2. Recurring Fees. Hurricane will bill Customer monthly in advance for all recurring Fees and in arrears for usage-based or non-recurring Fees. Billing for monthly Fees will begin on the earlier of: (a) the date that Customer starts using the Service or installs Customer Equipment in Hurricane’s premises (b) within thirty (30) days after the Ready For Service Date. If, however, Customer is unable to use the Services due solely to delays caused by and within the reasonable control of Hurricane, then the date on which monthly Service Fees billing begins will be extended by one day for each such day of delay.

3. Payment. Customer will pay in full all invoices from Hurricane in U.S. dollars within thirty (30) days of the date of invoice. Late payments will accrue interest at a rate of one and one-half percent (1 ½%) per month or the highest rate allowed by applicable law, whichever is lower. If payment is returned to Hurricane with insufficient funds, Customer is considered to not to have paid and subject to a returned check charge of \$25 and may be terminated for Nonpayment as described in 13.1.

4. Local and Long Distance Carriers. Customer is responsible for ordering, maintaining, terminating and paying for any data and telecommunications circuits provided to Customer by local and long-distance carriers including cross-connects from Hurricane.

5. Other Networks. Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the Network and/or through other public and private networks. Hurricane is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

6. Limited Service Level Agreement. Hurricane will use commercially reasonable efforts to minimize Excess Packet Loss and Latency and to avoid Downtime, as more fully set out below.

6.1 Packet Loss and Latency. Hurricane does not proactively monitor the packet loss or transmission latency of specific customers. Hurricane does, however, proactively monitor the aggregate packet loss and transmission latency within its LAN and WAN. After discovering or being notified by Customer of packet loss in excess of one percent (1%) (“Excess Packet Loss”) or transmission latency in excess of 120 milliseconds round-trip time based on Hurricane’s measurements (“Latency”) between any two routers within the same continental region of the Network, Hurricane will use commercially reasonable efforts to determine the source of such Excess Packet Loss or Latency and to correct such problems to the extent that the source of the problem is on our Network.

6.2 Remedy for Failure. If after two (2) hours of discovering or being notified of any Excess Packet Loss or

Latency on the Network and Hurricane fails to remedy such Excess Packet Loss or Latency, Hurricane will credit Customer's account the pro-rata Bandwidth Fees for such continuous Excess Packet Loss or Latency that follows the initial two (2) continuous hours, provided that all such credits will not exceed an aggregate maximum credit of Bandwidth Fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.

6.3 Inability to Access the Internet (Downtime). Customer shall be able to transmit and receive information from the Network to other portions of the Internet without Downtime (as defined below) 99.9% of the hours as an average calculated over each calendar year. "Downtime" shall be defined as Customer experiencing sustained packet loss in excess of fifty percent (50%) based on Hurricane's measurements. If Customer experiences Downtime in excess of two (2) continuous hours, then Hurricane will credit a Customer's account the pro-rata Bandwidth Fees for such Downtime, provided that all such credits will not exceed an aggregate maximum credit of Bandwidth Fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.

6.4 Power Availability. Hurricane guarantees 100% power availability to the Customer's Colocation Space. In the event of an unscheduled power outage caused by Hurricane, Hurricane will credit a Customer's account the pro-rata Colocation Space Fees associated with the unscheduled power outage, provided that all such credits will not exceed an aggregate maximum credit of Colocation Space Fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.

6.5 Customer Must Request Credit. Customer must notify Hurricane within five (5) business days from the time Customer becomes eligible to receive a credit under this Section 6 to receive such credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

6.6 Limitation on Remedies. If Customer is entitled to multiple credits under this Section 6, such credits shall not be cumulative beyond a total of credits for one (1) calendar month in any one (1) calendar month in any event. Hurricane will not apply a credit under Section 6.2 for any Excess Packet Loss or Latency for which Customer received a credit under Section 6.3. Sections 6.2, 6.3 and 6.4 above state Customer's sole and exclusive remedy for any failure by Hurricane to provide Services or adequate Service levels, including but not limited to any outages or Network congestion. Hurricane's suspension or modification of Service in accordance with the terms of this Agreement shall not be deemed to be a failure of Hurricane to provide adequate Service levels under this Agreement.

7. NO WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES AND THE COLOCATION SPACE ARE AT CUSTOMER'S OWN RISK. HURRICANE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HURRICANE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

8. Disclaimer of Third Party Actions and Control. Hurricane does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. Hurricane cannot guarantee that such situations will not occur and, accordingly, Hurricane disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, Hurricane shall have the right to suspend the Service. Hurricane shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to the Network or its operations.

9. Insurance. Customer will keep in full force and effect during the term of this Agreement: (i) commercial general liability insurance; (ii) workers' compensation insurance in an amount not less than that required by

applicable law; and (iii) business property insurance covering Customer's equipment in the amount of its replacement value.

10. Limitations of Liability.

10.1 Personal Injury. Hurricane will not be liable for any harm or personal injury to Customer personnel resulting from any cause, other than Hurricane's gross negligence or willful misconduct.

10.2 Damage to Customer Equipment. Hurricane is not liable for damage to, or loss of any of Customer Equipment resulting from any cause, other than Hurricane's gross negligence or willful misconduct and then only in an amount not to exceed the replacement value of the damaged Customer Equipment, or the total amount paid by Customer to Hurricane for one month's service, whichever is lower.

10.3 Damage to Customer Business. In no event will Hurricane be liable for any incidental, punitive, indirect, or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Service (except as set forth in Section 6) or any other similar claims by Customer or related to Customer's business, even if Hurricane is advised of the possibility of such damages. Hurricane will not be liable for any damages or expenses incurred by Customer as a result of any deficiency, error, or defect in Hurricane's service whether due to equipment, hardware, software, or Hurricane's failure to correct the same.

10.4 Maximum Liability. Notwithstanding anything to the contrary in this Agreement, Hurricane's maximum aggregate liability to Customer related to or in connection with this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise will be limited to the total amount paid by Customer to Hurricane for one month's service.

11. Customer will indemnify, defend and hold harmless the Hurricane Parties from and against any and all claims, actions or demands arising out of Customer's use of the Service alleging: (a) with respect to the Customer's business: infringement or misappropriation of any intellectual property rights; defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or spamming or any other offensive, harassing or illegal conduct or violation of the Acceptable Use Guidelines; (b) any loss suffered by, damage to or injury of any other Hurricane customer, any other customer equipment or personnel, which loss, damage or injury is caused by acts or omissions by Customer personnel; (c) any personal injury suffered by any Customer personnel arising out of such individual's activities related to the Services, unless such injury is caused by Hurricane's gross negligence or willful misconduct; or (d) any other damage arising from the Customer Equipment or Customer's business. Customer agrees to reimburse Hurricane for the expense and cost of handling such claims including, without limitation, legal fees.

12. Term. This Agreement will commence on the Effective Date and shall expire at the end of the last "Term" specified in any Order, unless sooner terminated as provided in Section 13 below, provided, however, that each Order shall automatically renew for additional periods of the same length as the initial Term upon the end of its Term unless one party provides the other written notice that it is terminating such Order not more than 90 days and not less than 30 days prior to the end of the Term specified in the Order.

12.1 Rate Adjustments. After the initial term, Hurricane Electric has the right to increase rates by giving Customer 90 days advance notice of its intention to do so. Customer may terminate service within the 90 day period or continue to use service and pay the increased rate.

13. Termination.

13.1 Nonpayment. Hurricane may suspend Service to Customer if any amount due hereunder is not paid in full within fifteen (15) days after Customer is sent an overdue notice. To reinstate Service, Hurricane will require payment of the overdue amount. Hurricane may terminate this Agreement (or at its option, only the relevant Order) if any amount due hereunder is not paid in full within thirty (30) days after Customer is sent an overdue notice.

13.2 Bankruptcy. Hurricane may terminate this Agreement upon written notice to Customer if Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or

liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

13.3 Unacceptable Use. Hurricane may immediately terminate this Agreement if Customer violates any provision of the Hurricane Acceptable Use Guidelines that results or could result in suspension by Hurricane.

13.4 For Other Cause. Except as otherwise stated, either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of the same.

13.5 Hurricane shall have the right to terminate Customer's use of the Colocation space or the Service delivered at a specific facility therein in the event that Hurricane's rights to use the facility terminates or expires for any reason.

13.6 Effect of Termination. Upon expiration or termination of this Agreement: (a) Hurricane will cease providing the Services; (b) except in the case of termination by Customer pursuant to Section 12.1, 13.4, or 13.5, all of Customer payment obligations under this Agreement, including but not limited to monthly Service Fees through the end of the Term indicated on the Order(s) will become due in full immediately; and (c) within ten (10) days, Customer will remove all of Customer Equipment and any other property from Hurricane's premises and return the Colocation Space to Hurricane in the same condition as it was prior to Customer installation. If Customer does not remove such property within the ten (10) day period, Hurricane, at its option and at Customer expense, may remove and store any and all such property, return such Equipment to the Customer, or dispose of such equipment without liability for any related damages. In addition, Hurricane reserves the right to hold any Customer Equipment until it has received payment in full.

14. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

15. Miscellaneous Provisions.

15.1 Force Majeure. Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

15.2 No Lease. This Agreement is a services agreement and is not intended to and will not constitute a lease of or tenancy or other interest in the Colocation Space or other Hurricane premises, the Hurricane Equipment or any other real or personal property.

15.3 Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

15.4 Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to an affiliate or a party that acquires substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

15.5 Notices. Any required notice hereunder may be emailed to billing@he.net, delivered personally or by courier; sent by confirmed facsimile; or mailed by registered or certified mail, return receipt requested, postage prepaid, to either party at the name and address on the signature page of this Agreement, or at such

other address as such party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered personally or by courier, or five (5) days after it is sent by confirmed facsimile or mailed.

15.6 Relationship of Parties. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

15.7 Changes Prior to Execution. Customer represents and warrants that any changes to this Agreement made by it were properly marked as changes and that Customer made no changes to the Agreement that were not properly identified as changes.

15.8 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles.

15.9 Confidential Information. The terms and conditions of this Agreement, any Order(s) and other related Hurricane documents are confidential information.

16. General. This Agreement (including Appendix A and B below), together with the Order(s) and Hurricane policies referred to in this Agreement is the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral. This Agreement may be executed in two or more counterparts (and the signature pages may be delivered with ink or electronic signature or by facsimile or email), each will be deemed an original, but all together will constitute one and the same instrument. This Agreement may be modified only through a written instrument signed by both parties. Should any provision of this Agreement be declared void or unenforceable, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full force and effect. If a conflict arises between Customer's purchase order terms and this Agreement and Order(s), this Agreement and Order(s) shall take precedence. In the case of international, federal, state or local government orders, Customer purchase order must contain the following language: "This purchase order is being used for administrative purposes only and is subject to the terms and conditions of the Hurricane Master Service Agreement executed between Customer and Hurricane."

17. Definitions

"Bandwidth Fees" Fees for usage of bandwidth provided under this Agreement as set forth in the Order.

"Colocation Space" The physical area within Hurricane's Colocation facility identified in an Order.

"Customer Equipment" The computer, network, or other equipment placed by or for Customer in the Colocation Space, other than Hurricane Equipment.

"Fees" Charges and fees for Services charged to Customer by Hurricane, exclusive of Taxes.

"Hurricane Equipment" All computer equipment, software, networking hardware, shelving, cabling, cross-connects or other materials belonging to or furnished by Hurricane.

"Hurricane Parties" Hurricane and its affiliates, owners, partners, trustees, officers, directors, employees, and agents.

"Network" The network of routers, switches and circuits that are owned or controlled by Hurricane.

"Order" An order for Service prepared by Hurricane, submitted by Customer, and accepted by Hurricane. Hurricane is under no obligation to accept an Order. For legacy purposes, an Order may also be called Quotation of Services ("Quote"). Customer and Hurricane may enter into subsequent Order(s), which will automatically become part of this Agreement. In the event of conflict between the terms of this Agreement and the terms of an Order, the terms of the Order shall control.

"Personnel" refers to employees, representatives, agents, contractors, or subcontractors.

“Ready For Service Date” refers to the date Hurricane has delivered the Service ready for customer use.

“Service” All services, goods and other offerings provided by Hurricane under an Order pursuant to this Agreement.

APPENDIX A: INTERNET SERVICE

This appendix only applies if Customer is receiving Internet Service from Hurricane Electric.

A.1 Acceptable Use Guidelines. Customer will at all times comply with and conform its use of the Service to the Hurricane Acceptable Use Guidelines (set forth at Hurricane’s website), as updated from time to time. In the event Customer violates Hurricane’s Acceptable Use Guidelines, Hurricane shall have the right to immediately suspend Service. Hurricane will provide notice and opportunity to cure, if and to the extent Hurricane deems practicable, depending on the nature of the violation and availability of the Customer. Hurricane, in its reasonable discretion, may re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future.

A.2 Updates. Hurricane may update the Hurricane Acceptable Use Guidelines from time to time by posting such updates on Hurricane’s website. References herein to the Hurricane Acceptable Use Guidelines shall mean the most updated version of such policies or procedures posted on Hurricane’s web site. Hurricane shall notify Customer of any material changes to its policies and procedures.

A.3 Illegal Use. Customer will cooperate in any investigation of Customer’s alleged illegal use of Hurricane’s facilities or other networks accessed through Hurricane. If Customer fails to cooperate with any such investigation, Hurricane may suspend Customer’s Service. Additionally, Hurricane may modify or suspend Customer’s Service in the event of illegal use of the Network or as necessary to comply with any law or regulation, including the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by Hurricane.

A.4 Address Space. Hurricane will assign IP addresses to Customer based upon ARIN guidelines. Addresses assigned to Customer by Hurricane may only be used while a Hurricane Internet Service customer. If Customer has a valid address allocation from ARIN, RIPE, APNIC, LACNIC, or AFRINIC Customer may request Hurricane to announce it via BGP at no additional charge.

A.5 Bandwidth Measurement. Bandwidth usage will be calculated by Hurricane using the 95th percentile of samplings taken at 5 minute intervals on a monthly basis. Samples are taken by Hurricane via SNMP from the Hurricane switch or router port Customer is directly connected to and are the greater of input or output bits per second. 95th percentile is determined by sorting the sample data from smallest to largest and discarding the top 5 percent, with the remaining largest sample designated as the 95th percentile.

APPENDIX B: COLOCATION IN HURRICANE ELECTRIC FACILITIES

This appendix only applies if Customer is receiving Colocation from Hurricane Electric in a Hurricane Electric data center.

B.1 Use of Space. Hurricane grants Customer the right to operate Customer Equipment at the Colocation Space, as specified on Customer’s Order. Except as specifically provided herein, Customer expressly assumes all risk of loss to Customer Equipment in the Colocation Space. Customer shall be liable to Hurricane for any damage to the Colocation facility, Hurricane Equipment or equipment of other Hurricane customers caused by Customer, Customer Equipment, or Customer’s personnel. Customer Equipment shall be industry-accepted information and communication technology equipment suitable for use in a data center.

B.2 Customer Equipment Installation and Removal. Customer is responsible for all aspects of installation and removal of Customer Equipment, including bringing appropriate equipment, tools and packaging materials. Customer will install Customer Equipment in the Colocation Space after obtaining the appropriate authorization from Hurricane to access Hurricane premises. Customer will remove all

packaging for Customer Equipment promptly after installation. Should Customer use an agent or other third party to deliver, install or remove Customer Equipment, Customer will be solely responsible for the acts of such party. At Customer's option, Hurricane will remove and package Customer Equipment and place Customer Equipment in a designated area for pick-up, on the condition that Customer either provide or pay for all needed packaging plus pay Hurricane's packaging fees and charges. Within five (5) days after authorization from Hurricane, Customer will remove Customer Equipment from the designated area or arrange on a pre-paid basis for a carrier to pick-up and ship such equipment to Customer. Customer may request remote hands service for the purpose of installation of equipment that has been shipped preconfigured by Customer to Hurricane.

B.3 Designated Space. Hurricane will designate space for Customer. All of Customer's equipment and property must be stored in Customer's designated space or removed from the premises by Customer. Equipment and other property left by Customer in an area other than the Customer's designated space may be considered abandoned by Hurricane. In that event, Hurricane may, at its option either (a) retain such items as its property or dispose of them without accountability in such a manner as Hurricane shall determine, at Customer's expense, or (b) remove and store such items for Customer, at Customer's expense.

B.4 Electrical Power. Unless otherwise specified on Customer's Order, each cabinet or rack shall be supplied with one 110 VAC 15A electrical circuit connected to its own circuit breaker. Any power strips provided by Hurricane are subject to the Limitations of Liability contained within this Agreement. Hurricane does not keep track of the power requirements of customer equipment and will not be held liable by Customer if Customer, by action of Customer's personnel or by Hurricane's personnel at the request of Customer, exceeds the rating of an electrical circuit, power strip, and/or circuit breaker. Hurricane Electric is not responsible for damage caused by loss of power due to a circuit breaker tripping, equipment failure, or other reason. If Customer uses more than 80 percent the rated number of amps on an electrical circuit (or in the case of shared cabinet customers more than the number of amps contracted) 1) Hurricane will notify Customer that they are over amperage on the circuit 2) After thirty days (30) if the over amperage condition is not cured, for each over amperage electrical circuit Customer will pay an additional over amperage fee equal to the monthly cost of the electrical circuit or the monthly cost of the cabinet if the electricity was included in the cabinet pricing. Customer is responsible for any damage to the circuit breaker, wiring, electrical outlet, power strip, or other electrical equipment caused by a sustained over amperage condition.

B.5 Cross Connects. Customer may run cross connects between Customer's adjacent cabinets at no charge. In addition to any cross connects between Customer's adjacent cabinets, Customer may request one category 5e cross connect at no charge per Customer's nonadjacent cabinets, within Hurricane's facility at no additional charge. Customer may request cross connects at the then current rate. All cross connects to cabinets other than Customer's cabinets or between Customer's nonadjacent cabinets shall be installed solely by Hurricane and no cross connects shall be performed in any other manner or location, unless otherwise permitted by Hurricane in writing at its sole discretion. The term of the license of any such cross connects shall commence on the date of installation. Customer may terminate the license of any such cross connection upon at least thirty (30) days advance written notice to Hurricane (provided that, without limiting such notice period, the effective date of termination must be the first day of a calendar month). Customer shall not be entitled to any other cross connects or other connections. All cross connects shall be subject to the consent of the party with whom Customer wishes to connect.

B.6 Remote Hands Service. Customer may request Hurricane to perform "remote hands" service on Customer's equipment within Hurricane's facilities. Remote hands service involves Hurricane personnel physically touching or inspecting Customer's equipment at Customer request. Remote hands tasks are limited to simple tasks such as pressing a button, flipping a switch, or hooking up a monitor and reporting what is on the screen, that take no longer than 15 minutes to perform. Remote hands tasks do not include configuration of customer equipment. Remote hands service does not include daily scheduled tasks such as tape changing. Customer may request a maximum of 4 hours of remote hands service per month at no charge. Remote hands service in excess of 4 hours is available at additional charge. Customer is not required to use the remote hands service. Customer may choose to use its own personnel to perform any task on its equipment at any time. Customer understands that computers and telecommunications equipment (hardware) are electromechanical devices and may fail. Customer is solely responsible for the maintenance and replacement of its hardware. Hurricane does not warrant either the results to be obtained from the remote hands service or that the remote hands service will be error free. Customer agrees to

indemnify and hold harmless Hurricane against any loss, damage, cost and expense due to claims from Customer or third parties arising out of Customer's remote hands requests.

B.7 Access and Security. Customer personnel may access the Colocation Space as allowed by the access list provided by Customer to Hurricane. Hurricane reserves the right to deny access to specific Customer personnel for billing or security reasons. Customer shall be responsible for any authorized or unauthorized access to Customer Equipment through the Internet and any resulting use of Service.

B.8 Prohibited Uses. Customer shall not do or allow any use which in the opinion of Hurricane (a) causes or is likely to cause damage or constitutes a nuisance or annoyance to the facility, equipment, personnel, or other customers (b) would violate a condition of standard fire insurance policy for data processing centers in California (c) would violate any certificate of occupancy for the building.

CUSTOMER

Authorized Signature

(print name)

Title

Date

Company Name

Address

City, State, Postal Code

Country

Telephone

Email

End of Hurricane Master Service Agreement.



Order

Hurricane Electric
760 Mission Court
Fremont, CA 94539

Date: 8/17/2021
Prepared for: Glenn Manning
dc3276
Howard County Government
LGManning@howardcountymd.
410-313-0467

Order Type: Upgrade

Term Length: 36 Months, does not renew

Prepared by: Eric Kwong for Anna Shaver
Phone: 510 580 4194
FAX: 510 580 4154

Transit customer at Equinix Ashburn DC2 - 21715 Filigree Court, Ashburn, VA 20147

Service Set-Up Charges

Description of Services	Quantity	Unit Price	Extended Price
One time setup fee for 100GE service	2	\$ 1,500.00	\$ 3,000
		USD	\$ 3,000

Monthly Service Rates (NEW)

Description of Services	Quantity	Unit Price	Extended Price
Transit: Flat Rate 100 Gbps on 100GE Port - HE:ASH1*	2	\$ 6,700.00	\$ 13,400
		USD	\$ 13,400

Monthly Service Rates (Existing)

Description of Services	Quantity	Unit Price	Extended Price
Transit: Flat Rate 10 Gbps on 10GE Port - HE:ASH1** switch1.ash1.he.net E 0/4 switch1.ash1.he.net E 0/5	2	\$ 1,300.00	\$ 2,600
		USD	\$ 2,600

Total Monthly Recurring Service Charges		USD	\$ 16,000
--	--	-----	-----------

Additional Terms

*Customer has a ninety (90) day option to cancel the 100GE services with written notice to Hurricane Electric. Should this option be exercised, the Customer will revert to to being billed for the existing two (2) 10GE services and the term will also revert back to the previous.

**Customer has the option to remove their existing two (2) 10GE services with written notice to Hurricane services and

Customer is responsible for ordering and the cost of the cross connect in the building to Hurricane Electric in Equinix Ashburn DC2.

Customer is responsible for any non-exempt taxes should they apply.

Service includes a /30 for the customer's router interface and a /126 of IPv6 address space. Additionally, service includes up to a /27 in IPv4 address space.

The Order is the overriding document should there be any discrepancies between this Order and the Master Service Agreement.

The following changes are made to the Master Service Agreement

9. Insurance. This section shall be considered deleted

Section 11. This section shall be considered deleted

15.8 Choice of Law. The text of this section will be replaced with This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, excluding its conflict of laws principles.

15.9 Confidential Information. This section will be appended with the following text subject to the provisions of the Maryland Public Information Act.

Authorization

Client Signature

Date

Name & Title (please print)

Email Address

Terms & Conditions

Order is not binding without an authorized signature together with an approved Master Service Agreement.

This Order is valid for thirty (30) days. This Order is confidential information.

Payment Information

Company Name _____

- Check # _____ (attached)
- Purchase Order # _____ (attached)
- Credit Card (circle one) Visa MC AmEx
- Use Credit Card on File. Confirm last 4 digits: _____

Please also confirm the expiration date and CVC on the lines below.

Other (describe): _____

For Credit Card Orders:

Account Number _____ (Expire Date:)

CVC Code: (3-digit code on the back of Visa and M/C Cards) _____
(4-digit code on the front of Amercian Express Card) (CVC#)

Name on Card: _____

Billing Address: _____

Signature: _____

Please CHECK the box below that represents which services you will be using:

- I hereby authorize Hurricane Electric Internet Services to charge the credit card above, on a monthly basis, for services rendered.
- I hereby authorize Hurricane Electric Internet Services to charge the credit card above one-time only, for services rendered, in the amount of \$_____. Please invoice after initial payment.

Accounting Contact Information:

Contact Name: _____

Email Address: _____

Telephone Number: _____