



Cruzio Colocation Terms of Use

903 Pacific Ave, Suite 101
Santa Cruz, CA 95060
t. 831-459-6301 f. 831-460-2839
www.cruzio.com
office@cruzio.com

CRUZIO COLOCATION TERMS OF USE

Agreement to terms of Cruzio Internet Master Services Agreement also required.

1. Applicability of Rules and Regulations

1.1 These Rules and Regulations apply to each Customer of Cruzio and their respective Representatives, employees, contractors, customers, agents, invitees and users of the Data Center and/or the Related Data Center Services. In addition, Customer's online facilities, and those utilizing such online facilities, are subject to these Rules and Regulations. Cruzio reserves the right to apply and enforce the Rules and Regulations so as to maintain the integrity, reliability and legality of the Data Center and the Related Data Center Services.

2. Access to Data Center

2.1 Only those individuals identified by Customer as its Representatives may access the Customer Area. Customer may not allow any person other than its Representatives to access the Data Center or the Customer Area (i.e. no tag alongs). Cruzio reserves the right to deny or restrict access to any Customer or Representative that is in violation of Cruzio terms and payment responsibilities.

2.2 Cruzio may always restrict access to the Data Center or the Customer Area in an emergency and/or response to a governmental request.

2.3 Customer agrees to adhere at all times to any reasonable security measures which may be established by Cruzio with respect to the Data Center, Customer Equipment and all other equipment contained in the Data Center.

2.4 Customer acknowledges that Cruzio is using closed circuit TV/audio and other surveillance measures.

2.5 Customer shall park in the Customer designated parking areas.

3. Use of Data Center

3.1 Customer, Representatives and Customers invitees shall (a) comply with Law and Cruzio's rules and restrictions (including these Rules and Regulations), (b) present and deposit photo identification to the satisfaction of Cruzio, (c) respect the property and observe the rights of other customers, and (d) not enter restricted areas.

3.2 Customer shall make all installations and repairs which require Cruzios support or supervision only during Cruzio's normal business hours (Monday through Friday from 7 am until 4 pm) unless otherwise arranged with Cruzio.

3.3 Customer must keep the Customer Area clean at all times. Customer may not store any paper products, cardboard, boxes or other materials in the Customer Area. All empty boxes, crates and trash will be removed from the site or discarded at the site per Cruzio instructions. No flammable materials may be stored in the Data Center.



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3.4 Customer may not bring, or make use of, any of the following into the Data Center: (a) Food or drink, (b) Alcohol, Illegal Drugs or other intoxicants, (c) ignited or previously ignited Tobacco products, (d) Electro-magnetic devices, (e) Explosives or Pyrotechnics, (f) Radioactive materials, (g) Weapons, (h) Photographic or recording equipment, (i) Chemicals or Hazardous Materials or (j) any other material reasonably determined by Cruzio to be inconsistent with the operation of the Data Center.

3.5 Smoking is not permitted at any time in or near the Data Center. Smoking outside of the Data Center shall be in designated areas only.

3.6 Children under the age of sixteen (16) are not permitted in the Data Center.

3.7 In the event a convenience outlet is provided, Customer shall only use such outlet on a temporary basis and shall not use it for production.

4. Equipment and Connections

4.1 All Customer Equipment must be certified by Underwriters Laboratories (UL Certified) and comply with local building code and applicable regulations of the Federal Communications Commission.

4.2 Customer must follow hot and cold aisle designations when installing Customer Equipment, and otherwise.

4.3 Customer Equipment must be configured and run at all times in compliance with the manufacturer's specifications, including electrical load, clearance and weight load requirements.

4.4 Cruzio makes available, at its Data Center, certain tools and equipment for the temporary use by Customer at the Data Center. This equipment is provided in an "AS IS" condition without any warranties of any kind. Customer may borrow and/or use any Cruzio property or equipment, at its own risk, subject to (a) the prior review and approval of Cruzio, and (b) any terms of use which Cruzio places on such use. Any Cruzio tool which Customer fails to return to its designated place shall be billed to Customer at replacement cost.

4.5 Customer may not place equipment in the Data Center which is materially damaged, is of disputed title or otherwise subject to dispute.

5. Misconduct

Customer and its Representatives may not engage in the following activities (Cruzio reserves the right to exclude anyone from the facility which violates the following):

5.1 Damage, deface, misuse or abuse any property or equipment in the Data Center;

5.2 Act in a careless or reckless manner or otherwise threaten the orderly operation of the Data Center;

5.3 Make unauthorized contact or interference with any property or equipment of Cruzio or any other customer of Cruzio;



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5.4 Use fraud, artifice or subterfuge to gain access to any area of the Data Center to which they are not authorized;

5.5 Harass, threaten or harm any individual, including Cruzio personnel and representatives of other customers of Cruzio;

5.6 Engage in any activity that is in violation of the Law, or aid others in criminal activity while at the Data Center or in connection with the Related Data Center Services; or allow unauthorized access to the Data Center.

6. Service Level Agreement

This Service Level Agreement (SLA) is only applicable to Colo services.

Cruzio guarantees that its network will be available 100% of the time in a given month, excluding scheduled maintenance. This includes the Network, Infrastructure Systems, and all Hardware Components. Any hardware component failure will be fixed at no cost to the customer. Network uptime includes functioning of all network infrastructure including routers, switches and cabling, but does not include services or software running on your server. Network downtime exists when a particular customer is unable to transmit and receive data and is measured from the time the trouble ticket is opened. A credit of 5% of the monthly fee for each 30 minutes of downtime, up to 100% of the monthly fee for the affected server. All credits must be requested in writing by emailing office@cruzio.com within sixty (60) days of the date a Service Outage occurs or any claim for an allowance is waived.

7. Payment

Payment is due on the 1st of the month, a late fee of 10% or \$10 (whichever is greater) will be applied if the account is over due for 5 days. Accounts are in default if payment is not received within 13 days of its due date. Accounts in default will be suspended and access to space will be interrupted. Such interruption does not relieve Customer from paying past due and ongoing charges. Accounts are closed if payment is not received within 19 days of its due date.



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Internet

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8. Effect of Termination

Upon expiration or termination of this Agreement: (a) Cruzio Internet will cease providing the Services; (b) all Customer payment obligations under this Agreement, including but not limited to monthly Service Fees through the end of the Term indicated on the Quote(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 premises and return the Colocation Space to Cruzio in the same condition as it was prior to Customer installation. If Customer does not remove such property within the ten (10) day period, Cruzio, 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, Cruzio reserves the right to hold any Customer Equipment until it has received payment in full.

Customer Name/Company Representative (PRINT)

Signature & Date