



## Order Form

### HURRICANE ELECTRIC

760 Mission Court  
Fremont, CA 94539

**Date: 9/30/24**

**Prepared for: Ryan Williams**

Company : **City of Fort Collins**

Account: **dc3526**

Email: **rywilliams@fcgov.com**

Phone: **970-221-6866**

**Order Type:**

- New  
 Addition  
 Upgrade  
 Other (describe)

**Term:** 5 year (month to month after initial term)

**Prepared by:** Valerie Turpen

Phone: 510 580 4127

FAX: 510 580 4151

### Description of Services

Facility location: ACT Data Center 1621 Diamond Creek Rd Cheyenne WY  
Restructuring port rate on existing 100Gbps  
Adding an additional 100Gbps

#### SERVICE SET-UP CHARGES

Description of Services	Quantity	Unit Price	Extended Price
100GE Port One-Time Setup Fee	1	\$ 1,500	\$ 1,500
Sub-Total			\$ 1,500

#### MONTHLY SERVICE RATES (NEW)

Description of Services	Quantity	Unit Price	Extended Price
IP Transit: 100Gbps on 100GE port	1	\$ 4,400	\$ 4,400
Sub-Total			\$ 4,400

#### MONTHLY SERVICE RATES (RESTRUCTURED)

Description of Services	Quantity	Unit Price	Extended Price
IP Transit: 100Gbps on 100GE port (was 100Gbps on 100GE for \$6600/month)	1	\$4,400	\$4,400
Sub-Total			\$ 4,400

#### MONTHLY RECURRING SERVICE CHARGES

**\$ 8,800**

### Additional Terms

Modifications to the Master Services Agreement:

Paragraph 9 shall read as follows:

"Insurance. Customer will keep in full force and effect during the term of this Agreement: (i) commercial general liability insurance or equivalent self-insurance protection; (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 or equivalent self-insurance protection."

Paragraph 11, added to the beningning of the paragraph: "Subject to statutory protections established at C.R.S. Sec. 24-10-101 et seq.,"

Paragraph 11, the last sentence shall be considered deleted. ~~Customer agrees to reimburse Hurricane for the expense and cost of handling such claims including, without limitation, legal fees.~~

Paragraph 12 shall read as follows:

"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 may be renewed ~~shall automatically renew~~ for additional periods of the same length as the initial Term, subject to mutual agreement by the parties, if either party provides the other written notice of its desire to renew not less than 30 days prior to the end of the Term specified in the Order." ~~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.~~

Paragraph 12.1, the second sentence shall read as follows:

"After the initial term, Hurricane Electric has the right to increase rates as of an anniversary or renewal date by giving Customer 90 days advance notice of its intention to do so."

Paragraph 14, added to the end of the last sentence:

"until the date that next coincides with the original anniversary date of this Agreement."

Paragraph 15.8 Choice of Law. Changed to State of Colorado.

Paragraph 15.9 shall read as follows:

"Confidential Information. The terms and conditions of this Agreement, any Order(s) and other related Hurricane documents are confidential information, subject to terms of the Colorado Open Records Act."

Appendix A, paragraph A.2, the second sentence shall read as follows:

"Hurricane may update the Hurricane Acceptable Use Guidelines from time to time by posting such updates on Hurricane's website: https://he.net/aup.html"

Appendix B shall be considered deleted.

**Customer may request up to 32 IPv4 addresses per port, subject to justification based on ARIN guidelines.**

**Customer is responsible for the cross connects to Hurricane Electric at:  
ACT Data Center 1621 Diamond Creek Rd Cheyenne WY 82009**

<b>Initial Payment</b>	<b>Setup</b>	<b>First Month</b>	<b>Total*</b>
	\$1,500	\$8,400	\$9900 USD

**Authorization**

For Existing Customers - Check Here to Use Existing Payment Method - Payment Page Not Required  
If there are Changes to the Existing Payment Method, Please Fill Out Payment Page

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title (please print)

\_\_\_\_\_  
Email Address

**Terms & Conditions**

*Order Form is not binding without an authorized signature together with an approved Master Services Agreement.  
This Order Form is valid for thirty (30) days. Services and prices subject to change without notice. This Order Form is confidential information.*

**Payment Information**

Company Name \_\_\_\_\_

- Check # \_\_\_\_\_ (attached)
- Purchase Order # \_\_\_\_\_(attached)
- Credit Card (circle one)    Visa    MC    AmEx
- Other (describe): \_\_\_\_\_

**For Credit Card Orders:**

Account Number \_\_\_\_\_

\_\_\_\_\_  
Expiration Date:

CVC Number: (3-digit code on the back of Visa and M/C Cards)  
(4-digit code on the front of American 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.