

CLIENT: PUBLIC BUILDING COMMISSION OF CHICAGO
ADDRESS: 60 W. WASHINGTON FLR/SUITE: 200
CITY: CHICAGO STATE: IL ZIP: 60602
PHONE: 312-744-3900
DATE: 11/20/2013

Master Service Agreement (vB1.13)

This Master Service Agreement ("Agreement" or "MSA"), by and between Latisys-Chicago, LLC, with offices at 1808 Swift Drive, Bldg. C, Oak Brook, IL 60523, on behalf of itself and its affiliates ("Latisys") and the above named client ("Client") covers business transactions which Latisys and Client may enter into from time to time.

NOW, THEREFORE, the parties hereto agree as follows:

DEFINITIONS

Addendum: In the event the parties wish to modify any provision or part of this Agreement they shall enter into one or more Addenda to be executed by both parties. Any such Addendum shall be deemed a part of this Agreement, and all obligations and liabilities and obligations of the parties under this Agreement shall fully apply to all matters set forth in any Addendum. In the event of conflict between the terms of this Agreement and the terms of any Addendum, the terms of the applicable Addendum shall control.

Client: The party entering into this Agreement with Latisys as identified in the upper right hand corner of this page.

Client's Data: Means the video, text (digital or otherwise), data, sounds, photographs, illustrations, graphics or other images, programs, code, and other materials either provided to Latisys by Client for Latisys' performance of the Service(s) or stored by Client, Client's customers, and/or persons under Client's control through any Service(s) provided hereunder.

Client's Space: For colocation Clients only; the space assigned to Client for the provision of colocation Service(s).

Commencement Date: The date upon which billing for Client's Service(s) begins and the first day of the Term.

Data Center: The Latisys facility (or facilities in the event Client has selected multiple Latisys sites) in which Client's Space is located.

Equipment: The set of articles or physical resources, tangible or intangible, including, but not limited to, hardware, firmware, or software, enabling Latisys and/or Client in the operation of the Data Center and/or the provision of Service(s) to Client.

Service(s): Work performed by Latisys hereunder, pursuant to applicable SOF(s) and/or SOW(s).

Service Order Form ("SOF"): Sets forth a description, and the cost, of specific Service(s) to be performed, or provided, by Latisys. Separate SOFs may be executed for different Service(s) and be subject to different Terms.

Statement of Work ("SOW"): Consulting or technical Service(s) of a specialized and unique nature; the details, deliverables, milestone dates, fees, and other pertinent information relating to such performance of which will be set forth on a separate, detailed document; which may, among other things, be in the structure of a long form service(s) specification or a short form service(s) description.

Term: The period of time during which Latisys is obligated to provide Service(s) pursuant to mutually executed SOF(s) and/or SOW(s). When Client has entered into multiple SOFs and/or SOWs, there can be multiple Terms or the Term can be coterminous, depending on the provisions of the applicable SOFs and/or SOWs.

SECTION 1. TERM. This Agreement shall remain in effect until terminated pursuant to §10 hereof. The Commencement Date of any Term shall be on the first day that the Service(s) is/are ready for Client's use, or, in the event Client is required to engage in an act or omission or provide information in order for the Service(s) to be useable and Client fails to do so, on the first business day after receipt of notice from Latisys. With respect to renewal of SOF(s), if a given SOF does not contain auto-renewal language and the parties do not otherwise renew same, the SOF shall auto-renew on a month to month basis at the same rate (subject to any modifications pursuant to §3.6 hereof) until either terminated upon thirty (30) days advance written notice by either party or a new SOF replacing the original SOF is entered into.

SECTION 2. ORDER SUBMISSION, CREDIT APPROVAL, & PAPERLESS ORDERS

2.1 Order Submission. Client may, from time to time, submit to Latisys orders containing requisite information on an SOF or other approved form. Latisys' acceptance shall confirm the availability of the Service(s) requested.

2.2 Credit Approval. Client agrees to provide Latisys with credit information as requested, and delivery of Service(s) is subject to credit approval. Client's execution of this Agreement authorizes Latisys' continuing credit review and approval.

2.3 Paperless Orders. Latisys has created the ability for Client to purchase additional Service(s) nominal in cost through the ticketing process that will not require the SOF procedure. In the event that Client elects to avail itself of this process, Client agrees that any such election shall carry the same weight as a fully executed SOF in that Client will be obligated to pay the associated fee(s) and that the Term shall be coterminous with the primary Service which Client is augmenting.

SECTION 3. BILLING & PAYMENT

3.1 Billing. One time set-up fees will be billed upon completion of set-up on Client's first invoice. Recurring service charges are billed monthly in advance. Usage and consumption charges are billed in arrears. Billing will begin on the Commencement Date, i.e., when Latisys has prepared Service(s) for Client's use whether or not Client is ready to use the Service(s) but in no event prior to the agreed to ready date set forth in the applicable SOF. Further, if set-up requires Client's acts and/or omissions or information from Client, in the event Client fails to timely provide same, billing will likewise commence.

3.2 Payment. Payment of undisputed amounts is due in accordance with the invoice, without other set off or deduction, within thirty (30) days of the invoice date. If payment of undisputed amounts is not received within said time, the unpaid balance of the undisputed amounts of any invoice shall bear interest at the lesser of one and one-half (1.5%) percent per month (prorated on a daily basis) or the highest rate allowed by law, and Client shall pay all collection costs including, but not limited to, reasonable attorneys' fees, court costs, and/or collection agency fees.

3.3 Suspension of Service(s). If the undisputed portion of Latisys' invoice is not paid when due, after providing five (5) business days written notice, Latisys may suspend Service(s) (including access to the Data Center and Client's Space) immediately until all undisputed amounts have been paid. To re-enable Service(s), Latisys may require a reconnection fee and other charges as set forth in §9.

3.4 Disputed Bills. In the event Client has a legitimate dispute of either an invoice or any portion thereof, Client may only pursue the

dispute process by advising Latisys (i) with a written, detailed claim sent to Latisys (c/o Accounting Dept.) describing such dispute within thirty (30) days of the invoice date and (ii) making full and timely payment of all undisputed amounts. In the event Client has not disputed an Invoice, or any portion thereof, within six (6) months of its date, Client shall forfeit all right to challenge the content of same.

3.5 Taxes & Fees. Prices for Service(s) are exclusive of applicable sales or use taxes, which, if applicable, shall be invoiced to, and paid by, Client, excluding therefrom any tax on Latisys' income.

3.6 Regulatory & Operational Changes. During the Term, in the event of the imposition of any new regulatory requirement, tax, tariff, increased power costs, or similar circumstance beyond the control of Latisys that increases the cost of Service(s), Client shall have thirty (30) days after receipt of written notice of the related price increase to terminate the affected Service without early termination charges.

SECTION 4. PERFORMANCE BY LATISYS

4.1 Latisys Performance Standard. Latisys will use industry standard efforts to: (i) maintain Latisys' facilities and Equipment required to deliver Service(s), (ii) furnish Service(s) in accordance with the applicable Service Level Agreement ("SLA") and any relevant Service description(s), and (iii) provide additional Service(s), upon request and if appropriate resources are available, at Latisys' then-current rates.

4.2 Service(s) Selected. Latisys agrees (i) to provide, and Client agrees to purchase, the Service(s) set forth on any duly executed SOW(s) and (ii) in the event Client requests Latisys to perform an SOW(s), Latisys shall perform same in accordance with said SOW(s). In such event, Latisys shall provide said Service(s) to Client using Latisys employees or Latisys subcontractors, the choice of which is at Latisys' sole discretion.

SECTION 5. CLIENT EQUIPMENT

5.1 Latisys-Installed Client Equipment & Latisys Equipment. Any Client Equipment installed by Latisys for use in connection with the Service(s) shall not be used for any purpose other than that for which Latisys installed it. In the event that Client or a third party attempts to operate or maintain any Latisys-installed Client Equipment or Latisys-owned Equipment without first obtaining Latisys' written approval, Client shall pay Latisys, in addition to any other remedies to which Latisys is entitled, for any damage incurred, repair and/or replacement (at Latisys' option) necessitated, and service charges relating to the maintenance or inspection of said Equipment. Latisys is not responsible for the installation, maintenance, compatibility, or performance of any equipment or software not provided by Latisys. If Client Equipment or equipment provided by third parties at Client's request impairs the Service(s) or any of Latisys' operating systems, Client remains liable for payment. If any such Equipment causes or is likely to cause hazard or service obstruction, Client shall, upon notice, remedy the situation. Latisys may, at Client's request and at Latisys' then-current rates, render consulting service to remedy the difficulties caused by any of the foregoing.

5.2 Protect & Maintain Your Equipment. If Client purchases colocation Service(s), Client, at its own cost and expense, shall maintain Client's Space and Client's Equipment in a clean and orderly manner and shall ensure that neither it nor its employees, agents, contractors, or invitees damage any part of the Data Center, Client's Space, any of Client's Equipment located in or about the Data Center, or any other Equipment, and shall not allow any debris or supplies to be left therein. Client agrees to reimburse Latisys for any costs incurred for the removal of such items. Client shall not maintain or permit any nuisances or violations of any regulations or ordinances with respect to the Data Center. Client shall ensure that its employees, agents, or invitees shall not permit any explosive, combustible, hazardous, or toxic materials, as defined under state, federal, or local laws or regulations, to be located in or about the Data Center or Client's Space, except in compliance with all applicable laws and regulations and upon Latisys' prior written consent.

SECTION 6. CLIENT OBLIGATIONS

6.1 Client's Obligations.

A. Client shall pay: (i) all undisputed charges applicable to the Service(s) on all applicable SOFs (including charges incurred as a result of fraud or unauthorized use of the Service(s)); (ii) all undisputed additional fees or charges arising from supplemental Service(s) requested by Client and/or Client's usage of facilities, bandwidth, and/or network capacity above and beyond Client's entitlement as set forth in the applicable SOFs; and (iii) other mutually agreed to charges.

B. Client will: (i) be solely responsible for all of the content of Client's Data and any third party's reliance thereon and (ii) allow Latisys, for the sole purpose of its performance under this Agreement, to transmit Client's Data over the Internet.

C. Client shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or Equipment, except upon Latisys' prior written consent.

D. For Client's purchasing colocation Service: Client shall obtain and/or maintain in full force and effect during the Term of the applicable SOF: (i) commercial general liability ("CGL") insurance insuring Client against any liability arising out of the colocation, use, occupancy, or maintenance of the Data Center and all areas surrounding it, which policy shall be in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence for bodily injury and property damage to tangible property (including loss of use) in an occurrence, and which policy shall insure the hazards of the Data Center and Client's operations thereon, independent contractors, and contractual liability (including covering Client's indemnity obligation contained in this Agreement); (ii) workers' compensation insurance in an amount not less than the statutory requirements and employer's liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence; and (iii) standard form property insurance for Client's Equipment insuring against the perils of fire, extended coverage, vandalism, malicious mischief, special extended coverage ("all-risk"), and sprinkler leakage, which policy shall be on all Equipment and other property owned by Client for which Client is legally liable or that was installed at Client's expense and which is located in the Data Center, in an amount not less than ninety percent (90%) of the full replacement cost thereof. Client shall furnish Latisys with a Certificate of Insurance evidencing the above set forth insurance coverage and naming Latisys as an additional insured. Client will be solely responsible for ensuring that its agents (including consultants, contractors, and subcontractors) maintain separate insurance at levels no less than those required herein above. Client is solely responsible for obtaining and/or maintaining appropriate property coverage for all Client Equipment located on Latisys' premises.

E. In the remote event that Service(s) are performed by Latisys at Client's offices as set forth in the address block in the top right hand corner of page one (1) of this Agreement, Client shall provide: (i) space, utilities, and HVAC necessary to maintain the proper environment for the Service(s); (ii) a safe, hazard-free working environment complying with applicable laws and regulations; and (iii) access and cooperation as may be required for provisioning of the Service(s). Furthermore, Client shall ensure Latisys' Equipment remains free and clear of any liens or encumbrances.

F. Client shall notify Latisys of any changes to its notice address or other contact information.

6.2 Client Warranty. Client warrants and represents that it has all necessary right, title, and interest in Client's Data, and/or that it has obtained all consents, licenses, permissions, and releases necessary to grant Latisys the right to distribute Client's Data for the purpose of Latisys' performance under this Agreement.

6.3 Compliance. Client shall comply with all applicable laws and regulations and with Latisys' Policies and Procedures as may be in effect from time to time (see Latisys' website: www.Latisys.com).

6.4 Security Procedures. Client shall be responsible for following all Data Center Policies in place at the Data Center and shall be liable for any loss or damage to any Equipment, regardless of ownership, due to Client not following such procedures.

6.5 No Control Over Client's Data. Client acknowledges and agrees that Latisys exercises no control over, and accepts no responsibility for, the content of the information passing through Latisys' network or the Internet. Client understands further that the Internet contains a wide variety of materials, some of which are socially inappropriate or may be offensive, and is accessible by persons who may attempt to breach the security of Latisys and/or its network(s). Latisys has no control over and expressly disclaims any liability or responsibility whatsoever for such materials or third party actions. Client and its users and end users access the Service(s) at their own risk. Latisys is not liable for the content of Client's Data or any data transferred either to or from Client or stored by Client or any of Client's customers via the Service(s) provided by Latisys.

SECTION 7. SERVICE LEVEL & DISCLAIMER OF WARRANTIES

7.1 Service Level. Service(s) shall conform to any applicable SLA(s) that may be attached to a duly executed SOF.

7.2 No Other Warranty. EXCEPT FOR THE SERVICE LEVEL REFERENCED IN §7.1, SERVICE(S) IS/ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND LATISYS EXCLUDES, AND CLIENT HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE, AS WELL AS ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LATISYS DOES NOT WARRANT OR GUARANTY THAT THE SERVICE(S) WILL CAUSE EQUIPMENT TO OPERATE WITHOUT FAULT, ERROR, OR INTERRUPTION.

SECTION 8. LIMITATION OF LIABILITY

8.1 Limitation of Liability.

A. THE LIABILITY OF LATISYS FOR DAMAGES ARISING OUT OF THE FURNISHING OF SERVICE(S) OR ANY OTHER MATTER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, TORTIOUS CONDUCT, ERRORS, OR OTHER DEFECTS, REPRESENTATIONS, USE OF SERVICE(S), OR ARISING OUT OF THE FAILURE TO FURNISH SERVICE(S), WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION (INCLUDING CLIENT HARDWARE OR SOFTWARE FAILURES OR ANY OTHER DAMAGE OCCURRING AFTER THE PROVISION OF SERVICE(S), SUCH AS LOSS OF DATA OR OTHERWISE), SHALL BE LIMITED TO THE EXTENSION OF CREDIT ALLOWANCES DUE UNDER ANY APPLICABLE SLA. THE EXTENSION OF SUCH CREDIT ALLOWANCES OR REFUNDS SHALL BE CLIENT'S SOLE REMEDY FOR SERVICE OUTAGE(S). IN THE EVENT CLIENT HAS OTHER DAMAGES, LATISYS' TOTAL LIABILITY SHALL NOT EXCEED SERVICE PAYMENTS MADE BY CLIENT TO LATISYS OVER THE PRECEDING TWELVE (12) MONTHS.

B. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOST REVENUES), WHETHER CAUSED BY THE ACTS OR OMISSIONS OF A PARTY'S EMPLOYEES OR REPRESENTATIVES, CULPABLE NEGLIGENCE, OR WILLFUL MISCONDUCT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE LIKELIHOOD OF SUCH DAMAGES.

C. LATISYS SHALL HAVE NO OBLIGATION OR LIABILITY FOR (i) ANY RECONFIGURATION, MODIFICATION, MISUSE, OR ABUSE OF SERVICE(S) BY CLIENT OR ITS AGENTS OR (ii) ANY CLIENT'S DATA.

6.2 Basis of Bargain and Failure of Essential Purpose. Client acknowledges and agrees that Latisys has set its prices and entered into this Agreement in reliance on the warranties, limitations, and disclaimers set forth herein, which reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss) and form an essential basis of the bargain between the parties.

SECTION 9. SUSPENSION

9.1 Right to Suspend. Latisys may suspend access or any or all Service(s) forthwith in the event that:

A. (i) Client fails to comply with any provision of §§3, 6, or 11 of this Agreement or (ii) Latisys is entitled to terminate this Agreement pursuant to §10.1;

B. such suspension is: (i) for the purpose of carrying out maintenance pursuant to this Agreement; (ii) to substitute, change, reconfigure, relocate, or rearrange Service(s); or (iii) in accordance with an order, instruction, or request of any government entity; or

C. Client consumes Service(s) in an amount that materially exceeds Client's credit limit and Client, after written notice and a reasonable period for the parties to mutually agree on sufficient security for payment, has not provided same.

9.2 No Waiver. Suspension shall not be a waiver of any right of termination. If Service(s) has/have been suspended other than for Client's breach, Service(s) shall be restored as soon as reasonably possible and the applicable service charges shall be ratably abated. If Service(s) has/have been suspended for any other reason and Client requests that Service(s) be restored, Latisys may restore Service(s) after satisfaction of conditions including payment of undisputed, unpaid past due amounts and reasonable reconnection charges.

SECTION 10. TERMINATION

10.1 Termination for Cause. Latisys may terminate this Agreement: (i) without further notice upon Client's failure to pay amounts when due after an initial five (5) days written notice and failure to cure; (ii) for breach of a material provision of this Agreement, after fourteen (14) days written notice and failure to cure; (iii) if Latisys is unable to provide Service(s) hereunder due to Client's acts or omissions; (iv) upon any regulatory decision or governmental order requiring Latisys to suspend Service(s) or which is reasonably likely to result in the loss of Latisys' operating authority, upon reasonable notice; or (v) if Client files for bankruptcy or reorganization or fails to discharge an involuntary petition therefor within sixty (60) days after filing. Any termination hereunder, except under §10.1(iv), shall subject Client to applicable termination and other accrued charges.

10.2 Termination of MSA. Unless terminated earlier pursuant to §§10.1 above or 10.3 below, this MSA shall automatically terminate six (6) months following the end of Term for all SOFs, unless the Parties enter into at least one (1) new SOF within such six (6) month period. Either party may terminate this MSA prior to said six (6) months upon thirty (30) days written notice provided no SOFs are in effect and all amounts due Latisys have been paid.

10.3 Early Termination Charges. Client may terminate Service(s) for convenience before the end of any SOF Term upon thirty (30) days prior written notice. In the event of such a termination for convenience Client will pay an early termination charge of one hundred percent (100%) of its recurring charges for the remainder of the SOF Term, provided no such charge will apply if: (i) Client terminates as a result of Latisys' material breach, i.e., for cause, or (ii) Latisys terminates other than by reason of Client's breach. The parties specifically agree that the damages which Latisys would incur arising from any breach or early termination for convenience of this Agreement by Client are based upon future facts and conditions, which are difficult for the parties to presently predict, anticipate, ascertain, or calculate. The parties further agree that such liquidated damages, as determined herein, are based upon the best efforts of the parties to estimate the nature and amount of Latisys' actual

damages, are not penal in nature, and are intended to place Latisys in the same position it would have achieved had this Agreement been fully performed by the parties according to the original terms. Upon the effective date of expiration or termination of this Agreement, (a) Latisys will immediately cease providing the Service(s) and (b) any and all undisputed payment obligations of Client under this Agreement will become due immediately. Termination by Client for convenience or by Latisys with cause does not end Client's obligations under this Agreement, including, but not limited to, the obligation to pay undisputed charges as set forth herein, past due undisputed amounts, and interest thereon, if applicable. In the event this Agreement is terminated for any reason, all SOFs shall automatically terminate as of the effective date of this Agreement's termination, unless the parties mutually agree in writing not to terminate specific SOFs. In the latter case, such non-terminated SOFs shall continue, as well as this Agreement, until the applicable SOF is terminated or concluded. In the event that Client fails to pay Latisys all undisputed amounts owed under any SOF in a timely manner, Client agrees that Latisys may, without notice and without liability, take possession of any Client Equipment and store it, at Client's expense, until (x) taken in full or partial satisfaction of any lien or judgment or (y) liquidated in a commercially reasonable manner, upon notice, with the proceeds applied to any amounts due under this Agreement.

SECTION 11. SOFTWARE

11.1 License. When Latisys obtains computer software for use in the delivery of Service(s) ordered by Client hereunder ("Licensed Software"), Latisys advises the vendor of the additional user; no sublicense to Client is created. Thus, Client shall in no event be entitled to claim title to or any ownership interest in any Licensed Software (or any derivations or improvements thereto), and Client shall execute any documentation reasonably required to memorialize the licensor's existing and continued ownership of Licensed Software.

11.2 Restrictions. Client shall not copy, reverse engineer, decompile, disassemble, sell, lease, license, or sublicense the Licensed Software or create, write, or develop any derivative software or other software program based on the Licensed Software.

SECTION 12. MISCELLANEOUS

12.1 Force Majeure. Except with respect to accrued payment obligations, neither party shall be liable for any failure of performance due to causes beyond such party's reasonable control, including, but not limited to: acts of God, fire, flood, or other catastrophes; any law, order, regulation, or governmental action; national emergencies, insurrections, riots, or acts or attempted acts of terrorism or wars; unavailability of rights-of-way; or strikes or other labor difficulties not involving Latisys, provided, however, the affected party shall use commercially reasonable efforts to eliminate such event.

12.2 No Competitive Service(s). Client may not at any time, without Latisys' prior written consent, permit any Latisys facility to be used for the resale to Latisys' Clients of Internet access, managed Service(s), or Cloud Service(s).

12.3 Non-Solicitation. Neither party shall knowingly solicit for employment, offer employment to, or employ the other party's employees during, and for an additional period of two (2) years following termination of, this Agreement provided, however, any generally circulated employment opportunity, advertisement, or response thereto shall be exempt from this §12.3. In the event of a breach of this provision the parties agree that appropriate liquidated damages shall be payment by the breaching party of one hundred percent (100%) of the first year's new annual compensation of the employed individual.

12.4 No Lease. This Agreement is for Service(s) only and is neither intended to, nor does it, constitute an agreement relating to real property. Client acknowledges and agrees that it (i) has been granted only a revocable license to use any applicable Client Space and appropriate Latisys facilities in accordance with this Agreement and (ii) has no rights as a tenant or otherwise under any real property or landlord/tenant theory, laws, regulations, or ordinances.

12.5 Assignment or Transfer. Neither party may transfer or assign this Agreement or any of its rights or obligations hereunder without the other party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. Each party shall remain liable for nonpayment by its respective assignee or transferee. Notwithstanding the foregoing, Latisys may assign or transfer this Agreement without notice to a Latisys affiliate or successor in interest. Furthermore, this Agreement shall be for the benefit of not only Client but its affiliates, including subsidiaries, divisions, and companies with which it shares at least a minimum of fifty percent (50%) common ownership.

12.6 Notice. Notice shall be in writing to the address set forth hereinabove and properly given: (i) immediately, if delivered in person, via facsimile, or electronic mail, with proof of delivery; (ii) after one (1) day, if sent by overnight delivery, e.g. FedEx; or (iii) after three (3) business days when sent by first class U.S. Mail postage prepaid.

12.7 Marketing. Client agrees that Latisys may refer to Client and may briefly describe Client's business in Latisys' marketing materials, on Latisys' website, and any press release(s) that Latisys may choose to issue. Solely in connection with said marketing, Client hereby grants Latisys a limited license for this purpose only to use any Client trade names and trademarks.

12.8 Indemnification by Client. Client shall indemnify, defend, and hold harmless Latisys, its officers, directors, members, employees, subcontractors, and/or representatives from third party claims, losses, damage, expense (including reasonable attorney's fees and court costs), and/or liability for infringement of a third party's Intellectual property rights, personal injury, death, or property damage caused by or arising from:

A. Client's Data or any communication transmitted via the Service(s) provided hereunder and/or

B. the acts or omissions of Client or a third party under Client's control, including their respective employees or representatives, in connection with the Service(s) provided hereunder.

12.9 Indemnification by Latisys. Latisys shall indemnify, defend, and hold harmless Client, its officers, directors, employees, subcontractors, and/or representatives from third party claims, losses, damage, expense (including reasonable attorney's fees and court costs), and/or liability for infringement of a third party's Intellectual property rights, personal injury, death, or property damage caused by or arising from Latisys' negligence or willful misconduct.

12.10 Indemnification Procedure. With respect to a Party's obligation to indemnify (the "Indemnifying Party") the other Party (the "Indemnified Party"): (i) the Indemnified Party shall provide prompt written notice of any such claim, action, or demand; (ii) the Indemnified Party shall allow the Indemnifying Party to control the defense and related settlement negotiations, provided, however, that the Indemnified Party shall have the right to participate in such defense with counsel of its own choosing at the Indemnified Party's expense; (iii) the Indemnified Party shall provide the Indemnifying Party, at the Indemnifying Party's request, with reasonable assistance in the defense of such claim, action, or demand, so long as the Indemnifying Party reimburses the Indemnified Party for the Indemnified Party's reasonable out-of-pocket expenses associated therewith; and (iv) the Indemnifying Party shall not settle a claim in a manner that causes the Indemnified Party to incur unindemnified liability, take action, or suffer other injury, without the Indemnified Party's written consent, which consent shall not be unreasonably withheld. The Indemnifying Party shall not be relieved of its indemnification obligations herein for the Indemnified Party's failure to comply with such requirements, except to the extent that the Indemnifying Party has been prejudiced by the Indemnified Party's actions or inactions.

12.11 Confidentiality. If the parties have entered into a non-disclosure or mutual non-disclosure agreement ("MNDA") at any time, whether before or after the execution of this Agreement, then the terms and conditions of said MNDA shall take precedence over this §12.11 and any Term reference therein shall be hereby amended to run concurrent with the Term of this MSA. Otherwise the following shall apply: "Confidential Information" means (a) any information that is marked "confidential" or

"proprietary" or any other similar term, (b) Client Data, or (c) Information in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled, and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (x) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement or any SOF hereunder and (y) protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until two (2) years thereafter, except with respect to Client's Data to which Latisys may have access in connection with the provision of Service(s), which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies. Notwithstanding the foregoing, either party may disclose Confidential Information (aa) to an affiliate for the purpose of fulfilling its obligations or exercising its rights hereunder, as long as such affiliate complies with the foregoing, and (bb) if required by law, provided the receiving party has given the disclosing party prompt notice thereof, unless precluded by law.

12.12 Export Control. The Service(s) and the technology provided under this Agreement may be subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Service(s) and technology may be produced or located; (iii) disclosures of technology to foreign persons; (iv) exports from abroad of derivative products thereof; and (v) the importation and/or use of such Service(s) and technology and that which is included therein outside of the United States or other countries (collectively, "Export Laws"). Client and Latisys shall comply with all Export Laws and export policies to the extent such policies are made available to Client by Latisys. Diversion contrary to U.S. law or other Export Laws is expressly prohibited.

12.13 Relationship of Parties. The parties are independent contractors and this Agreement does not establish any partnership, joint venture, employment, franchisee, or agency relationship between them.

12.14 Severability. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity and maintain the parties' original intent.

12.15 No Waiver; All Rights Cumulative. Failure to enforce any provision of this Agreement shall not be construed as a waiver. The parties' rights shall be deemed cumulative, such that the exercise of one shall not preclude the exercise of others.

12.16 Third Party Beneficiaries. The parties do not intend any provision of this Agreement to be enforceable by or to benefit any third party. Provided, however, this Agreement shall be for the benefit of not only Client but its affiliates, including subsidiaries, divisions, and companies with which it shares at least a minimum of fifty percent (50%) common ownership. Provided, further, in the event any such affiliated company purchases Service(s) under this Agreement Client remains primarily liable even though Latisys will bill such affiliate directly at Client's or the affiliate's request.

12.17 Intellectual Property Rights. Latisys shall remain the sole owner of and retain all right, title, and interest in any Service(s), technical information, and/or intellectual property rights (IPR) provided to Client hereunder, including, but not limited to, all trademark, trade names, service marks, copyrights, computer programs, general utility programs, software, methodology, databases, specifications, systems designs, applications, enhancements, documentation, manuals, know-how, formulas, hardware, audio/visual equipment, tools, libraries, discoveries, inventions, techniques, writings, designs, and other IPR either used or developed by Latisys or its agents in connection with the provision of Service(s) hereunder ("Latisys Technology"). Any Latisys Technology will not be work for hire. In return for payment of all fees and charges, Latisys grants to Client a royalty free, non-exclusive, non-transferable, non-assignable license to use any Latisys Technology provided with Service(s) hereunder. Latisys shall be free to provide similar Latisys Technology to other parties and shall retain the right to unrestricted use of any data and any and all related concepts, know-how, techniques, or IPR either acquired or developed as a result of this Agreement. For avoidance of doubt, Client shall retain all ownership rights to Client's Data.

12.18 Supplemental Terms. The terms contained in any SOF, SLA, SOW, or other related documents are intended to supplement this Agreement's terms.

12.19 Headings. The titles and headings of the sections and subsections in this Agreement are intended solely for convenience and reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction upon or on any of this Agreement's provisions.

12.20 Survival. The following sections of this Agreement shall survive termination: §3, §5, §7, §8, §10.3 and §12.

12.21 Governing Law & Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, excluding that State's choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Illinois, excluding that State's choice-of-law principles. The jurisdiction and venue for actions related to this Agreement shall be the State and Federal Courts located in the County of DuPage, Illinois. Notwithstanding the foregoing, Latisys may bring an action in said Courts and/or the jurisdiction where Client's principal place of business is located.

12.22 Entire Understanding. This Agreement and any SOF, SLA, SOW, or other related documents executed hereunder, constitute the parties' entire understanding and supersede any oral representations, understandings, and offers related to the subject matter hereof. In the event Client is an existing Client with an unexpired MSA or DCA, Colocation, and/or Hosting Agreement said agreement(s) shall be superseded by this Agreement and any SOFs thereunder shall become subject to this Agreement. This Agreement can only be modified in writing by a document duly signed by authorized persons of both parties.


12.23 Counterparts. This Agreement may be executed in counterparts, including facsimile transmissions and/or electronic signatures, each of which shall be deemed an original against any party whose signature appears on such counterpart and all of which together shall constitute one and the same Agreement.


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IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives as of the date first above written.

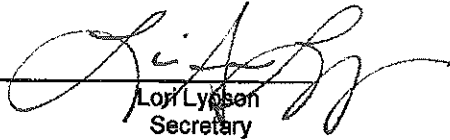
LATISYS

CLIENT: Public Building Commission of Chicago Public Building Commission of Chicago

By: 
Daniel B. Beers
Director of Finance & Administration

By: 
Name: Rahm Emanuel
Title: Chairman

ATTEST:

By: 
Lori Lyssen
Secretary

Date: 11/20/13

Approved as to Form and Legality:
Neal & Leroy, LLC

By: 
Anne L. Fredd

Date: 11-27-13



Company Information

*Company Name: Public Building Commission of Chicago		
*Address: 50 W. Washington	*Flr/Suite: 200	
*City: Chicago	*State: IL	*Zip Code: 60602
Business Alias/DBA:		
*Main Phone: 312-744-3900	Main Fax:	

Shipping Information Same as company information

*Shipping Contact: Stuart Brainerd, Synapse Networks stuart@vpnshop.com		
*Address: 612 W. Deming Place	*Flr/Suite:	
*City: Chicago	*State: IL	*Zip Code: 60614

***Billing Contact**

*Name: Daryl McNabb	Title: Director of Finance
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Address same as company information

Company:		
*Address:	*Flr/Suite:	
*City:	*State:	*Zip Code:
*e-mail: daryl.mcnabb@cityofchicago.org	*Office Phone: 312.744.9273	
Office Fax:	e-mail pager:	
Numeric pager:	Cellular Phone:	
Home Phone:	*Security password:	

* - Required

LATISYS CHICAGO POWER AVAILABILITY SERVICE LEVEL AGREEMENT (v81.13)

NOTICE TO ALL CLIENTS: TO QUALIFY FOR THE BELOW SET FORTH ENTITLEMENTS, CLIENT MUST FULLY COMPLETE ALL LATISYS-REQUIRED CLIENT CONTACT INFORMATION FORMS.

1. Power Availability and Uptime.

A. Latisys will provide the appropriate power density as noted below in accordance with the location of Client's Space. Total power capacity for colocation cage space is equal to the total square footage multiplied by the rated wattage per square foot in the applicable Data Center Room.

Data Center Room	Watts/Cabinet	Watts/Sq Ft (Cage)
DC00	3750	150
DC01	4300	150
DC02	4300	150
DC03	6000	200
DC04	4300	150
DC05	5000	175

B. Latisys guarantees AC power will be provided to Client's Space one hundred percent (100%) of the time in a calendar month based on Client having properly deployed dual corded devices fed by redundant and balanced power circuits supplied by Latisys.

C. Power unavailability is defined as the number of minutes that power was not available to Client's Space measured from the time the power unavailability is detected by Latisys or reported by Client to the time power is restored to Client's Space.

D. To determine compliance, Latisys monitors all aspects of power availability and quality on infrastructure that delivers power to Client's Space through Latisys' environmental monitoring system.

2. Limitations.

A. Periodically, Latisys will upgrade, repair, or replace vital power equipment. Client will be notified beforehand as to when such work is to take place and what is being done, generally referred to as "maintenance events" and/or "maintenance windows". During these maintenance windows, Latisys will take all reasonable steps to maintain power availability; however, there is always a possibility of Service interruption during complex maintenance events. These maintenance events, necessary for providing a consistently high level of Service, are not considered "Power Unavailability" as defined by §1C above, and therefore do not qualify for service credits under §3 below or count toward eligibility for termination under §5. For all critical power infrastructure designed with 2N redundancy, in no event will Latisys perform maintenance on both the primary and redundant power infrastructure during the same maintenance window.

B. Client is responsible for ensuring that the total of the manufacturer's rated current draw for all Equipment on any given electrical circuit pair does not exceed the total available current (measured in amps) of a single circuit in the pair, and that the total running current draw between the circuit pair, as measured by Latisys, does not exceed eighty percent (80%) of the total available current (measured in amps) for a single circuit. Client is also responsible for ensuring that all Equipment is dual corded and is connected to redundant and balanced power circuits. Any power unavailability that is the direct result of Client's, or its agents', misconfiguration, over utilization, or failure to contract for and properly deploy redundant connections to Latisys' power infrastructure shall not be subject to the provisions of this PASLA.

C. Unless otherwise agreed to in writing, any utilization in excess of the densities detailed above for the applicable Data Center Room where Client Equipment is installed will void any Client entitlement to the benefits of this PASLA.

D. Latisys shall not be liable for any failure of power availability due to causes beyond its reasonable control.

3. Service Level Warranties & Remedy.

A. Power Unavailability. If Client experiences a loss of electricity to both its primary and properly deployed and balanced redundant electrical power circuit, Latisys will credit Client's account the pro-rata monthly charges for that Service, i.e., power charges, with the following schedule:

1 minute to 30 minutes: 25%
30+ minutes to 60 minutes: 50%
More than 60 minutes: 100%

B. Remedies Not Cumulative - Maximum Credit. In the event that Client is entitled to multiple credits arising from the same event, whether under this SLA or any other SLAs, Client shall be entitled to receive only the maximum single credit available for such event. In no event will Latisys be required to credit Client in any one (1) calendar month power charges in excess of one hundred percent (100%). Client shall not be eligible to receive any credits for periods during which Client received any Service(s) free of charge. Client is also not eligible for credits if it is in arrears.

4. Notification & Request for Credit.

A. Client may report Service interruption events or outages of any kind by contacting the Latisys Support team by calling 1-855-LATISYS. Any outages that might be eligible for credit must be documented via the Latisys ticketing system by either Client or Latisys personnel.

B. Client Must Request Credit. To receive any applicable credits, Client must request credit from Latisys in writing via support ticket within five (5) business days from when the reported incident occurred or forfeit its right to receive a credit. Latisys will contact Client to review the status of the credit request and to determine the applicable credit, if any, due Client. Latisys will apply any credits to the next monthly invoice.

5. Termination Option for Chronic Problems.

If, in any single calendar month, Client would be able to receive credits resulting from three (3) or more events during such calendar month or if any single event entitling Client to credits under §3A exists for a period of eight (8) consecutive hours, then Client may terminate the applicable Service(s) for cause and without termination fee by notifying Latisys within five (5) days following the end of such calendar month. Termination will be effective thirty (30) days after receipt of such notice by Latisys.

LATISYS CHICAGO ENVIRONMENTAL SERVICE LEVEL AGREEMENT (vB1.13)

NOTICE TO ALL CLIENTS: TO QUALIFY FOR THE BELOW SET FORTH ENTITLEMENTS, CLIENT MUST FULLY COMPLETE ALL LATISYS-REQUIRED CLIENT CONTACT INFORMATION FORMS.

Latisys will maintain HVAC equipment within the Data Center to provide for a suitable operating environment for installed Equipment not to exceed the densities noted below in accordance with the location of Client's Space.

Data Center Room	Watts/Cabinet	Watts/Sq Ft (Cage)
DC00	3750	150
DC01	4300	150
DC02	4300	150
DC03	5000	200
DC04	4300	150
DC05	5000	175

1. Temperature.

A. Latisys guarantees that ambient air temperature average, as measured across all measurement points within Client's Space, will remain inside the allowable range defined by the ASHRAE Environmental Guidelines for Datacom Equipment.

B. A temperature failure is defined as sustained ambient air temperature that is outside of ASHRAE's allowable range for Class A1 operating environments for ten (10) consecutive minutes or two (2) five (5) minute polling intervals, whichever is longer.

C. To determine compliance, Latisys has installed sensors throughout the Data Center to measure intake air temperature above the raised floor and integrated sensors into Latisys' environmental monitoring system.

2. Humidity.

A. Latisys guarantees that ambient air humidity average, as measured across all measurement points within Client's Space, will remain inside the allowable range defined by the ASHRAE Environmental Guidelines for Datacom Equipment.

B. A humidity failure is defined as sustained ambient air humidity that is outside of ASHRAE's allowable range for Class A1 operating environments for ten (10) consecutive minutes or two (2) five (5) minute polling intervals, whichever is longer.

C. To determine compliance, Latisys has installed sensors throughout the Data Center to measure intake air humidity above the raised floor and integrated sensors into Latisys' environmental monitoring system.

3. Limitations.

A. Periodically, Latisys will upgrade, repair, or replace vital HVAC equipment. Client will be notified beforehand as to when such work is to take place and what is being done, generally referred to as "maintenance events" and/or "maintenance window". During these maintenance windows, Latisys will take all reasonable steps to maintain a suitable operating environment; however, there is always a possibility of variations during complex maintenance events. These maintenance events, necessary for providing a consistently high level of Service, are not considered "Temperature or Humidity Failures" as defined by §1B or §2B above, respectively, and therefore do not qualify for service credits under §4 below or count toward eligibility for termination under §6.

B. Any temperature and/or humidity failure that is the direct result of Client's, or its agents', failure to adhere to Latisys' best practices for installation of Equipment shall not be subject to the provisions of this SLA.

C. Unless otherwise agreed to in writing, any utilization in excess of the densities detailed herein for the applicable Data Center Room where Client Equipment is installed will void any Client entitlement to the benefits of this SLA.

D. Latisys shall not be liable for any failure of temperature or humidity due to causes beyond its reasonable control.

4. Service Level Warranties & Remedy.

A. Temperature or Humidity Failure. If Client experiences temperature and/or humidity readings outside of the defined ranges as measured by Latisys certified meters/sensors on the intake side of properly installed Client servers, Latisys will credit Client's account the pro-rata monthly charges for the affected Service(s), i.e., charges for Client's Space for one (1) day of Service. For each additional hour the condition persists, an additional one (1) day of pro-rata credit is due up to an aggregate maximum credit of applicable space charges for seven (7) days of Service in any one (1) calendar month.

B. Remedies Not Cumulative - Maximum Credit. In the event that Client is entitled to multiple credits arising from the same event, whether under this SLA or any other SLAs, Client shall be entitled to receive only the maximum single credit available for such event. In no event will Latisys be required to credit Client in any one (1) calendar month Client's Space charges in excess of seven (7) days of Service. Client shall not be eligible to receive any credits for periods during which Client received any Service(s) free of charge. Client is also not eligible for credits if its account is in arrears.

5. Notification & Request for Credit.

A. Client may report Service Interruption events or outages of any kind by contacting the Latisys Support team by calling 1-855-LATISYS. Any outages that might be eligible for credit must be documented via the Latisys ticketing system by either Client or Latisys personnel.

B. Client Must Request Credit. To receive any applicable credits, Client must request credit from Latisys in writing via support ticket within five (5) business days from when the reported incident occurred or forfeit its right to receive a credit. Latisys will contact Client to review the status of the credit request and to determine the applicable credit, if any, due Client. Latisys will apply any credits to the next monthly invoice.

6. Termination Option for Chronic Problems.

If, in any single calendar month, Client would be able to receive credits totaling fifteen (15) or more days (but for the limitation in §4B above) resulting from three (3) or more events during such calendar month or if any single event entitling Client to credits under §4A exists for a period of eight (8) consecutive hours, then Client may terminate the applicable Service(s) for cause and without termination fee by notifying Latisys within five (5) days following the end of such calendar month. Termination will be effective thirty (30) days after receipt of such notice by Latisys.

LATISYS NETWORK SERVICE LEVEL AGREEMENT (vB1.13)

NOTICE TO ALL CLIENTS: TO QUALIFY FOR THE BELOW SET FORTH ENTITLEMENTS, CLIENT MUST FULLY COMPLETE ALL LATISYS-REQUIRED CLIENT CONTACT INFORMATION FORMS.

1. Network Availability and Uptime.

A. Network availability refers to the ability of Client to traverse Latisys' IP Network to reach one or more upstream IP providers. Latisys' IP Network is defined as the switches, routers, and cabling between the Client-facing Ethernet hand-off and the Ethernet port facing the upstream provider within a single Latisys facility.

B. Latisys guarantees one hundred percent (100%) network availability.

C. Network unavailability is defined as packet loss in excess of twenty percent (20%) for ten (10) consecutive minutes or two (2) five (5) minute polling intervals, whichever is longer.

D. To determine compliance, Latisys monitors all core-routing network infrastructures for device availability both internally and externally. Devices are polled no less than once every three hundred (300) seconds.

2. Network Performance.

A. Network performance refers to the latency and/or packet loss observed by Client when accessing Latisys' IP Network.

B. Latisys guarantees an average round trip latency of not more than thirty milliseconds (30ms) on its IP Network within any one Latisys facility and at least ninety-nine percent (99%) sustained packet delivery within a single Latisys facility.

C. Network performance degradation is defined as latency in excess of thirty milliseconds (30ms) or packet loss in excess of one percent (1%) for two (2) consecutive hours or more. Latency is measured as round trip times between the Latisys-owned Client hand-off edge router and the Latisys-owned upstream provider hand-off router.

D. To determine compliance, measurements are taken on a continual basis on Latisys' IP Network from the local Latisys monitoring system to all Latisys core routing equipment.

3. Limitations.

A. Periodically, Latisys will upgrade, repair, or replace vital network equipment. Client will be notified beforehand as to when such work is to take place and what is being done, generally referred to as "maintenance events" and/or "maintenance window". During these maintenance windows, Latisys will take all reasonable steps to maintain a working network throughout; however, there is always a possibility of Service interruptions during complex maintenance events. These maintenance events, necessary for providing a consistently high level of Service, are not considered "Network unavailability" or "Network performance degradation" as defined by §1C and §2C above, respectively, and therefore do not qualify for service credits under §4 below or count toward eligibility for termination under §6 below.

B. Any network unavailability or performance degradation that is the direct result of Client's, or its agents', misconfiguration, Client network saturation, or Client's failure to contract for and properly deploy redundant connections to Latisys' IP Network shall not be subject to the provisions of this SLA.

C. Latisys maintains sufficient connectivity to upstream IP carriers to ensure that failure of any one provider will not impact Internet Access. However, since IP carriers are outside of Latisys' control, any impact on Client's Service resulting from any misconfiguration or partial failures within an upstream IP carrier's network is not subject to the provisions of this SLA.

D. Latisys shall not be liable for any failure of uptime or performance due to causes beyond its reasonable control.

4. Service Level Warranties & Remedy.

A. Network Unavailability. If Client is unable to transmit and receive information across Latisys' IP Network for more than ten (10) consecutive minutes, Latisys will credit Client's account the pro-rata Latisys connectivity charges (i.e., all bandwidth related charges) for one (1) day of Service. For each additional thirty (30) consecutive minutes the outage lasts, an additional one (1) day of pro-rata credit is due up to an aggregate maximum credit of connectivity charges for seven (7) days of Service in any one calendar (1) month.

B. Network Performance Degradation. If Latisys discovers (either from its own efforts or after being notified by Client) that Client is experiencing transmission latency in excess of thirty milliseconds (30ms) round trip time (based on Latisys' measurements) between Client's edge router and provider edge router ("Latency") or packet loss in excess of one percent (1%) between Client edge router and provider edge router ("Packet Loss"), Latisys will take all reasonable actions necessary to determine the source of the Packet Loss or Latency. If Latisys is unable to determine the source of and remedy the Packet Loss or Latency within two (2) hours, Latisys will credit Client's account the pro-rata Latisys connectivity charges for one (1) day of Service for every two (2) hours after the time periods described above that it takes Latisys to resolve the problem, up to an aggregate maximum credit of connectivity charges of seven (7) days of Service in any one (1) month.

C. Remedies Not Cumulative - Maximum Credit. In the event that Client is entitled to multiple credits arising from the same event, whether under this SLA or any other SLAs, Client shall be entitled to receive only the maximum single credit available for such event. In no event will Latisys be required to credit Client in any one (1) calendar month Latisys connectivity charges in excess of seven (7) days of Service. A credit shall be applied only to the month in which the incident took place and will appear on the invoice for the month following. Client shall not be eligible to receive any credits for periods during which Client received any Service(s) free of charge. Client is also not eligible for credits if it is in arrears.

5. Notification & Request for Credit.

A. Client may report Service interruption events or outages of any kind by contacting the Latisys Support team by calling 1-855-LATISYS. Any outages that might be eligible for credit must be documented via the Latisys ticketing system by either Client or Latisys personnel.

B. Client Must Request Credit. To receive any applicable credits, Client must request credit from Latisys in writing via support ticket within five (5) business days from when the reported incident occurred or forfeit its right to receive a credit. Latisys will contact Client to review the status of the credit request and to determine the applicable credit, if any, due Client. Latisys will apply any credits to the next monthly invoice.

6. Termination Option for Chronic Problems.

If, in any single calendar month, Client would be able to receive credits totaling fifteen (15) or more days (but for the limitation in §4C above) resulting from three (3) or more events during such calendar month or if any single event entitling Client to credits under §4A exists for a period of eight (8) consecutive hours, then Client may terminate the applicable Service(s) for cause and without termination fee by notifying Latisys within five (5) days following the end of such calendar month. Termination will be effective thirty (30) days after receipt of such notice by Latisys.