

NOTE REGARDING USE OF THIS DOCUMENT: These Global Terms and Conditions (including any Exhibits) (“GTCs”) are intended to be incorporated into country-specific master country agreements (“MCAs”), and neither Licensed Space nor Services may be ordered in a country until the applicable MCA which incorporates these GTCs is fully executed.



Agreement Number: 00207875.0

ATTACHMENT TO MASTER COUNTRY AGREEMENT
GLOBAL TERMS AND CONDITIONS

1. ORDERING AND PROVISION OF LICENSED SPACE AND SERVICES

a. Customer may request Licensed Space and Services from Equinix by placing an Order. Customer will use the Customer Portal to designate those Authorized Persons who are permitted to place Orders. Once an Order is accepted, Equinix will provide such ordered Licensed Space and Services to Customer in a professional and workmanlike manner in accordance with the Agreement, including the Equinix Colocation Service Description and Service Level Agreement attached hereto in Exhibit A. For any Order for Services not covered by Exhibit A, additional Product Policies shall apply.

b. The Parties will comply with the Policies. Equinix may modify the Policies from time to time effective upon notice. If Equinix modifies a Policy in a way that materially impacts Customer's use of the Licensed Space or the Services, Customer may terminate the affected Licensed Space or Services within ten (10) days from the date of Equinix's notice.

2. PAYMENT AND TAXES

a. Fees will be listed on Orders or, if not so listed such as in Phone Orders, will be subject to Equinix's then-current list price. Fees will accrue from the Effective Date of the Order. Once accepted, the Order cannot be cancelled except in accordance with the Agreement and Customer is obligated to pay the Fees for the full term of the Order. Equinix will invoice monthly in advance for all recurring Fees and in arrears for usage-based or non-recurring Fees.

b. In addition to the Fees, Customer will pay: (i) Taxes related to its activities and the ownership and operation of Customer's Equipment; and (ii) Taxes imposed, levied or assessed by any governmental or other authorities. If Customer is required to make any deduction, withholding or payment for Taxes in any jurisdiction on amounts payable to Equinix, such amounts will be increased such that after making such deduction, Equinix receives an amount equal to what it would have received if such deduction, withholding or payment had not been made.

c. If Customer requires a purchase order (“CPO”) in order to process payment of an invoice, Equinix will reasonably cooperate with Customer to support its CPO requirement. Before placing an Order, Customer will: (i) inform Equinix of its CPO requirements and provide an accurate and complete CPO; and (ii) maintain sufficient funds in a CPO to pay the Fees for current and future Orders. Customer acknowledges and agrees that the Customer's CPO requirements will not serve as a basis for any delay in paying invoices when due, nor will the terms of any CPO modify the terms of the Agreement or any Order.

d. Customer will pay in full all invoices from Equinix in the currency stipulated in the Order within sixty (60) days of the date of invoice. Customer may, in good faith, dispute an invoice or any part thereof (a “Disputed Amount”) by submitting a written notice of such dispute along with reasonable supporting documentation within ninety (90) days of the date of the initial invoice on which the Disputed Amount appears, failing which Customer waives all rights to dispute such Disputed Amount and to file any claim. The Parties will work together in good faith to resolve the Disputed Amount within thirty (30) days after receipt of Customer's notice. Equinix may charge past due amounts at the lower of: (i) half percent (0.5%) per month; or (ii) the highest rate permitted by applicable law.

3. IBX CENTER ACCESS AND USE

a. Subject to the terms of the Agreement, Customer will have access to the Licensed Space twenty-four (24) hours per day, every day of the year. Customer will ensure that it and all Authorized Persons and Associated Entities that have access to an IBX Center will comply with the IBX Policies. Customer will maintain the legal right and authority (including applicable regulatory approvals or third-party consents) to install, operate, maintain and repair Customer's Equipment.

b. Customer may sublicense its Licensed Space to a Sublicensee provided that: (i) the terms of such sublicense will be no less restrictive than the Agreement; (ii) Customer will not act or purport to act on behalf of Equinix or any landlord of Equinix; (iii) Customer will require the Sublicensee to abide by the Agreement and the applicable Policies; and (iv) Equinix shall not be deemed to have any obligations to any Sublicensee. No Sublicensee shall further sublicense any Licensed Space. Notwithstanding any sublicensing, Customer remains responsible to Equinix for the performance of all obligations under the Agreement including the payment of all amounts owed under the Agreement.



c. Customer will designate those Authorized Persons who are permitted to access the Licensed Space on Customer's behalf, as set forth in the Customer Portal. Customer will at all times maintain an accurate and current list of its Authorized Persons as set forth in the Customer Portal. Customer will be responsible and liable for all acts or omissions of Customer's Authorized Persons, Associated Entities and for any equipment or services not provided by Equinix. Customer will indemnify, defend and hold harmless Equinix and its Affiliates, owners, officers, directors, employees, and agents of Equinix from and against any and all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses) for third-party claims brought by, arising from or related to Customer's Authorized Persons or Associated Entities.

d. The Agreement is subject and subordinate to any applicable IBX Center leases. The Agreement is not a lease of any real or personal property or a grant of any other real property interest. Customer agrees that for Licensed Space and Services provided in: (i) a common law jurisdiction, Customer is granted a license to use the Licensed Space in accordance with the Agreement; and (ii) a civil law jurisdiction, the Licensed Space is made available and Customer is granted permission to access and use the Licensed Space in accordance with the Agreement. Customer's Equipment are not fixtures or fittings and Customer retains title to Customer's Equipment. Equinix retains title to all parts and materials used or provided by Equinix in providing the Licensed Space and the performance of the Services.

e. Customer (including its Authorized Persons) shall not cause or create a situation which causes a threat to safety (including any risk of fire or other hazard) and shall ensure that Customer's Equipment does not mechanically or electrically interfere with Equinix's operation or maintenance of the IBX Center or with any other customers' use thereof (each an "Interference"). Equinix will promptly contact Customer upon the discovery of an Interference and Customer must promptly (not to exceed one (1) hour): (a) either cease such Interference or provide a plan reasonably acceptable to Equinix to cease such Interference; or (b) authorize Equinix to take action to cease such Interference (billed at Smart Hands rates). If Customer fails to promptly take one of the foregoing actions, then Equinix may take all reasonable steps to remedy the Interference, which may include the suspension of Services. Equinix will promptly reverse any suspension after it is reasonably satisfied that the Interference has been remedied and may charge a reinstatement fee. Notwithstanding anything to the contrary in the Agreement, Equinix may terminate the Agreement immediately upon written notice if: (i) Customer fails to respond and take action within five (5) days; or (ii) an Interference occurs more than three (3) times in any twelve (12) month period.

4. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

a. Equinix does not make and hereby disclaims all warranties, including but not limited to, any implied or statutory warranties, including the implied warranties of merchantability or satisfactory quality, fitness for a particular purpose and noninfringement of any third party's intellectual property rights. Further Equinix makes no guarantees, representations or warranties that the Licensed Space and Services will be uninterrupted, error free or completely secure. All Licensed Space and Services are provided or performed on an "as is," "as available" basis, and Customer's use of the Licensed Space and Services is solely at its own risk.

b. Subject to Section 4.d., neither Party will be liable to the other Party for: (i) any indirect, incidental, special, reliance, punitive or consequential damages, if applicable, even if advised of the possibility of such damages; (ii) loss of profits; (iii) loss of business; (iv) loss of revenues (except that Customer shall be liable for any Fees or other amounts owed to Equinix under the Agreement); and (v) any losses arising from or caused by the loss, interruption or corruption of Customer Data.

c. Subject to Sections 4.b. and 4.d., Equinix's total liability to Customer in the aggregate for the entire Term of the Agreement (regardless of whether the claims are brought during or after the Term) with respect to all claims arising from or related to the subject matter of the Agreement (including attorney's fees) will not exceed the total amounts paid or payable by Customer during the eighteen (18) month period preceding the date on which the first claim arises. As a further limitation, Equinix's maximum liability for any claims relating to the Licensed Space and the Services offered or provided by Equinix: (i) for a non-recurring charge only; or (ii) as Smart Hands Services, shall not exceed the amount of the Fee for such Services provided on the occasion giving rise to the claim.

d. Nothing in the Agreement excludes or limits a Party's liability for matters for which liability cannot be limited or excluded by applicable law.

e. The limitations set forth in this Agreement will apply to all claims and causes of action, regardless of whether in contract, tort, strict liability or other theory except for claims under Equinix's indemnification obligations or arising from either Party's gross negligence, willful misconduct, or violation of law. Each Party waives the right to bring a claim against the other arising out of or in any way relating to the Agreement: (i) after the period for commencing legal proceedings under applicable law has expired, or, if such period does not exist, more than one (1) year after the date of the event giving rise to such claim; or if later (ii) after the period for commencing legal proceedings under applicable law has expired. Each Party recognizes and agrees that the warranty disclaimers, limitations of liability and remedy limitations in the Agreement are materially bargained for by the Parties. Each Party recognizes and agrees that the warranty disclaimers, limitations of liability and remedy limitations in the Agreement are materially bargained for by the Parties.



5. INSURANCE

a. Customer is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement. Equinix agrees to purchase and maintain, or cause to be purchased and maintained, the following insurance during the Term, at its expense and with insurers having a minimum AM Best rating of A-VII or S&P rating of A: (i) Commercial General Liability or Public Liability Insurance with limits of USD2,000,000 per occurrence and USD4,000,000 in the aggregate (or the local currency equivalent), provided these limits may be achieved through a combination of primary and excess policies and such insurance will include coverage for bodily injury and property damage; (ii) Workers' Compensation and/or Employer's Liability insurance where required by applicable law; and (iii) Special Perils or All Risk Property Insurance on a replacement cost basis covering each Party's respective property and equipment. In addition, Equinix agrees to maintain Errors & Omissions (Professional Liability) and Cyber Liability insurance on a "claims made" basis with a limit of USD5,000,000 (or the local currency equivalent) per claim and in the aggregate, which Equinix will maintain throughout the Term and, provided that the coverage continues to be available on commercially reasonable terms, for two (2) years thereafter.

b. Each Party: (a) will provide their certificate(s) of insurance upon request which demonstrates the insurance requirements above; (b) hereby waives its and its insurers' rights of subrogation on worker's compensation insurance referenced above; (c) will endeavor to provide prior written notice to the other Party of any non-renewal or cancellation of the policies referenced above if replacement coverage is not procured; and (d) name the other Party as an additional insured, interested party or functional equivalent as respects such Party's negligence on the Commercial General Liability or Public Liability insurance policy and designate that this insurance is primary and non-contributory. Failure to maintain, or cause to be maintained, the insurance listed above does not limit nor change the responsibilities of the Parties. These insurance requirements do not serve to, and should not be construed to, limit the Parties' respective liabilities or obligations hereunder.

c. Customer may satisfy insurance requirements contained in this provision through self-insurance, provided it is permitted under applicable laws. However, Customer's liabilities and responsibilities under the Agreement will not be altered in any way by the decision to self-insure. In no event, however, shall Customer be permitted to self-insure unless (i) Customer maintains a net worth of at least Two Hundred Fifty Million Dollars (\$250,000,000), or (ii) Customer has a Standard and Poor's rating of BBB or better.

6. TERM, TERMINATION AND SUSPENSION

a. Term. The term of the Agreement commences on the MCA Effective Date and terminates on the date the last Order then in effect expires or is terminated ("**Term**"). Each Order shall remain in effect for the term set forth in the Order, unless earlier terminated as allowed in the Agreement or the applicable Order.

b. Termination by Either Party. Either Party may terminate the Agreement by giving written notice to the defaulting Party if the defaulting Party:

- i. breaches any material term of the Agreement and fails to cure such breach within thirty (30) days after receipt of such notice.
- ii. becomes, as applicable under local law, unable to pay its debts as they become due, ceases to do business, enters into a deed of arrangement, undergoes judicial management, commences the process of liquidation, has a receiver appointed or begins winding up or similar arrangements.
- iii. is not in compliance with Sanctions Laws or is causing the other Party to be exposed to violations under Sanction Laws.

c. Termination by Equinix. Notwithstanding Section 6.b., Equinix may terminate the Agreement upon ten (10) days written notice to Customer if Customer fails to pay Fees when due. If Customer fails to cure a payment breach, Customer will be responsible for all collections costs including reasonable attorneys' fees.

d. Suspension for Non-Payment. Without limiting Equinix's rights under Sections 6.b. or 6.c., if Customer fails to cure any payment breach of the Agreement within ten (10) days after notice of the same (or upon written notice if Customer's account is past due on two (2) or more occasions during a six (6) month period), Equinix may suspend the provision of the Licensed Space and the Services and deny access to and the removal of Customer's Equipment from the IBX Center.

e. Effect of Termination. A termination of the Agreement will terminate all Orders. Customer will remove all of Customer's Equipment from the IBX Center on or before the expiry or termination of the applicable Order. If Customer fails to remove Customer's Equipment from the IBX Center within ten (10) days from the termination or expiration of the Order (or within thirty (30) days if the Order is terminated due to Equinix's breach), Equinix may immediately remove and return Customer's Equipment to Customer at Customer's risk and expense. Equinix may consider Customer's Equipment to be abandoned if: (i) Equinix is unable to make arrangements to return Customer's Equipment after attempts to contact Customer or (ii) Customer fails to pay for the shipping costs. Without limiting any available legal remedies, Equinix may, at Customer's risk and expense: (i)



immediately remove Customer's Equipment and store it at an on-site or off-site location; or (ii) upon thirty (30) days' prior written notice to Customer, dispose of such Customer's Equipment.

f. Holdover. Subject to Section 6.e., while Customer has no right to use the Licensed Space or Services after an Order expires or terminates, if Equinix, in its sole discretion, permits Customer to do so, Customer shall remain bound by the terms of the Agreement, including, without limitation, all payment obligations, and such continued use may be terminated by Equinix immediately upon written notice.

7. CONFIDENTIALITY

a. Neither Party will use or disclose Confidential Information of the disclosing Party without its prior written consent. Each Party will take all reasonable precautions to protect the other party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information.

b. Information is not deemed Confidential Information if it: (i) is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be confidential, except through a breach of the Agreement by the receiving Party; or (iv) is independently developed by the receiving Party. For the avoidance of doubt, the mere placement of materials or equipment containing information at an Equinix location does not constitute disclosure of such information to Equinix.

c. Notwithstanding the foregoing, the receiving Party may use or disclose Confidential Information where: (i) the disclosure is required by applicable law or regulation (including securities laws regarding public disclosure of business information, public records laws, and open public meeting laws and regulations) or by an order of a court or other governmental body having jurisdiction after taking steps to maintain its confidentiality where practicable; (ii) it is reasonably necessary to be disclosed to that Party's, or its Affiliates', employees, officers, directors, attorneys, accountants and other advisors; or (iii) it is necessary for a Party to exercise its rights and perform its obligations under the Agreement. In any case, the disclosing Party shall ensure that disclosure shall not be broader than necessary. If the receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the other Party, it will, to the extent legally permissible, promptly notify the other Party and if requested by the other Party, tender to the other Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent permitted by law.

8. COMPLIANCE

a. Applicable Law. Each Party will comply with all applicable laws and regulations in connection with the Agreement.

b. International Security Concerns. Each Party will comply with applicable Sanctions Laws. In addition, neither Party will be listed on, nor owned or controlled by an entity or person which is subject to, nor located in or organized under the laws of a country subject to, U.S. or E.U. embargo.

c. Anti-Money Laundering. Each Party will comply with all applicable anti-money laundering laws. If the bank to which Customer remits payment ("**Equinix Bank**") refuses to process a Customer payment for any reason including, but not limited to, a reasonable belief that Customer's payment may be connected to money laundering (a "**Suspicious Payment**"), Customer will reasonably cooperate with all requests from Equinix or the Equinix Bank (e.g., requests for additional information in order to process the Suspicious Payment) or remit payment of any outstanding balance using an alternative payment method within five (5) days.

d. Operational Audit. Customer will have the right, no more frequently than once in any consecutive twelve (12) month period and at Customer's sole expense (including Smart Hands charges for Equinix's time), to conduct a confidential audit of Customer's Licensed Space and the common areas of the IBX Center. Such audit will take place during normal business hours and on an agreed date and time, subject to reasonable postponement by Equinix. Unless otherwise agreed, the scope of the audit will only consist of its Auditor visiting the IBX Center and the Auditors' review of Equinix's regularly prepared records regarding the operation of the IBX Centers, in each case in order to verify that an IBX Center is operated in compliance with the Agreement. Customer agrees that: (i) such audits shall not adversely affect other customers of Equinix or Equinix's operation of the IBX Center; (ii) the Auditor shall comply with Equinix's Policies during such audit; and (iii) Customer shall ensure that its Auditor treats all of Equinix's Confidential Information which is disclosed in connection with the audit in the same manner Customer is required to treat such Confidential Information or signs a non-disclosure agreement with Equinix.

e. Independent Standards. Equinix will, throughout the term of the Agreement, conduct annual audits and certifications (e.g., SSAE 16/18, ISAE 3402, ISO 27001) (collectively "**Certifications**") which Equinix deems appropriate, in its sole discretion for each of the IBX Center(s) within which Customer has Licensed Space. Certifications shall be performed by a qualified and licensed independent auditor selected by Equinix. The current Certifications are set forth on:



<https://www.equinix.com/services/data-centers-colocation/standards-compliance/>. Equinix will, upon Customer's request and at no additional charge, provide Customer with a copy of the current Certification attestation report or certificate, as the case may be, applicable to those IBX Center(s) within which Customer has Licensed Space. Such report shall be deemed Equinix's Confidential Information and provided for the sole use of Customer.

f. Business Contact Information.

Customer acknowledges that Equinix and Equinix Affiliates will, by virtue of the performance of the Agreement, come into possession of BCI as a Data Controller (as defined under European laws and regulations or its equivalent under any local data protection and privacy laws). Customer acknowledges and agrees that Equinix and Equinix Affiliates may use, process and/or transfer BCI: (i) in connection with the provision of Licensed Space and Services; (ii) to incorporate BCI into databases controlled by Equinix and Equinix Affiliates for the purpose of account administration, billing and reconciliation; operational maintenance and support activities; security, fraud detection and prevention; and, subject to BCI being previously anonymized, customer and market analysis and reporting; and (iii) to communicate to Customer by voice, letter, fax or email regarding products and services of Equinix or Equinix Affiliates. Customer may withdraw consent for the use, processing, or transfer of BCI as set out in (iii) above upon written notice to Equinix. Customer acknowledges that it has the right to access BCI upon written notice and have any agreed errors in such BCI rectified or deleted, or to request additional information on the use, processing, and/or transfer of its BCI.

Where BCI is to be transferred by Equinix and Equinix Affiliates from one country to another (including intra-group transfers to the United States or to any countries located within or outside the European Economic Area (EEA)) for the purposes set out above under this clause, Equinix shall ensure that all appropriate legitimization measures as required under applicable data protection and privacy laws such as: (i) the entry into appropriate inter-company data transfer agreements based on the European Standard Contractual Clauses; (ii) the implementation of Binding Corporate Rules as defined under European regulations; and/or (iii) equivalent means of compliance, are in place to afford such transfer of BCI an adequate level of protection.

For the avoidance of doubt, Customer acknowledges that: (i) the provision by Equinix of Licensed Space and Services in accordance with the Agreement does not involve any access by Equinix, or use, processing, monitoring, or performance of any operation of, or on, any Customer Data; and that (ii) as a result, Equinix does not act as Data Processor or Data Controller (as defined under European laws and regulations or its equivalent under any local data protection and privacy laws), with respect to such Customer Data, unless otherwise agreed to in writing by the Parties.

Customer undertakes to inform its agents, employees or any Authorized Person of the Licensed Space and Services such as its consultants, contractors or partners: (i) that their BCI may be collected, used, processed and transferred by virtue of the performance of, and in accordance with, the Agreement; and (ii) of their rights regarding the processing of their BCI in accordance with this clause, and where applicable.

9. MISCELLANEOUS

a. Notice. Legal notices may be sent by overnight courier, email or certified or registered mail. Notices will be sent to the Parties at the respective addresses in the Agreement or as otherwise designated by the Parties.

b. Publicity. Neither Party grants the other Party the right to use its trademarks, service marks, trade names, copyrights, other intellectual property rights or other designations in any promotion, publication or press release without the prior written consent of the other Party in each case. Notwithstanding anything to the contrary in the Agreement, either Party may publicly use the other Party's name and logo to refer to the other Party as a vendor or customer as the case may be, such use to comply with any applicable usage guidelines that are published or made available by the other Party upon request.

c. Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement, and supersedes and replaces all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written or oral, but nothing in this Section shall limit or exclude a Party's liability for fraud or fraudulent misrepresentation.

d. No Reliance. Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in the Agreement.

e. Execution and Amendments. The 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 e-mail), each will be deemed an original, but all together will constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request. Except where otherwise expressly stated herein, the Agreement may be amended only by the written agreement of both Parties.



f. Construction. Each Party agrees that it has reviewed the Agreement and the Agreement shall not be interpreted more strictly against the drafting Party. The Section headings and captions are for convenience only and will not be used to construe the Agreement. If any provision of the Agreement is determined by a court to be invalid, illegal or unenforceable, it will not affect the validity, legality, or enforceability of the other part(s) of the same provision or of the other provisions in the Agreement.

g. Survival. All provisions of the Agreement which can only be given proper effect upon expiration or termination of the Agreement, including those provisions needed to interpret the same by surviving the termination of the Agreement, shall survive the termination of the Agreement; provided, however Section 7 (“Confidentiality”) will survive for three (3) years after termination of the Agreement.

h. Subcontracting. Equinix may permit an Affiliate, independent contractor or other third party, to perform any of Equinix’s obligations hereunder, provided that Equinix remains primarily liable for the performance of its obligations. Notwithstanding the foregoing, the Parties acknowledge and agree that a third party providing Equinix or its Affiliates with services such as or similar to the following examples are not considered to be “subcontracting” of the Services in the context of this Agreement: IBX Center security personnel; IBX Center cleaning; maintenance; utilities; internet access; custom power installations pre-cage build; telecommunication services between data centers; and data center fit-out works such as cage installation and structured cabling installation.

i. Assignment. Either Party may transfer the Agreement or any of its rights and obligations hereunder to an Affiliate or to an entity which is acquiring all or substantially all of its business or assets, with prior written notice to the other Party. In the event that a Party notifies the other Party that it intends to assign, or transfer its rights and/or obligations in the Agreement, to an entity that is not an Affiliate or entity that is not acquiring substantially all of its business, including through merger, the non-assigning Party may terminate the Agreement upon sixty (60) calendar days’ notice to the other Party. If non-assigning Party does not exercise its termination right during such sixty (60) day period, the non-assigning Party shall be deemed to have waived its right to terminate due to such assignment. Any assignee must agree in writing to be bound by all of the terms of the Agreement. The Agreement will be binding upon and inure to the benefit of all successors and permitted transferees of the Parties, who will be bound by all of the obligations of their predecessors or transferors.

j. Force Majeure. Except for: (i) Customer’s obligation to pay amounts owed under the Agreement, including Fees, and (ii) Equinix’s obligation to invoke its business continuity and disaster recovery plan if it is affected by a Force Majeure Event, neither Party will be responsible or in any way liable to the other Party, and neither Party will have any termination or other rights, arising out of or relating to a Force Majeure Event.

k. Conflicts. All Orders are subject to the terms of the Agreement. In the event of ambiguity, conflict or inconsistency among the documents comprising the Agreement, the documents shall be given a descending order of precedence as follows: (i) the Order; (ii) the MCA, including any attachments and exhibits thereto, other than these GTCs; (iii) the GTCs; and (iv) the Policies.

l. General. Except where otherwise expressly stated herein, and subject to the limitations set forth in Section 4, the rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that a Party would otherwise have.

m. Relationship. The Parties are independent contractors, and the Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither Party may bind the other or incur obligations on the other’s behalf without the other’s prior written consent.

n. Third Parties. There are no third-party beneficiaries to the Agreement.

o. No Waiver. No waiver of any breach of any provision of the Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

p. MCA Construction. Each MCA: (i) is only binding upon the MCA Signatories and not upon any other Equinix Affiliate or Customer Affiliate; and (ii) only governs Orders placed under that MCA. For avoidance of doubt, no other Equinix Affiliate or Customer Affiliate is required to agree to any of the terms set forth in that MCA. The Equinix entity that enters into an Order with Customer is responsible for the provision of Licensed Space and performance of the Services therein, and no other Equinix Affiliate shall be jointly or severally liable with such Equinix entity.

q. Portability. In certain instances, Equinix can offer Customer the ability to relocate its Licensed Space from one IBX Center to another IBX Center before the expiration of the term specified in the Order (“**Global Portability**”). Customer should contact Equinix if it would like more information on its Global Portability promotion, as it varies by site and is subject to local availability.



r. Governing Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed according to the laws of the State of California. The Parties agree that the venue of any action or claim brought by any Party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third Party and filed in another venue, the Parties hereto agree to use their commercially reasonable efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District. If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a Party hereto and payable under Indemnification and Insurance requirements.

10. DEFINITIONS

Capitalized terms used herein but not otherwise defined will have the meaning ascribed to them in this Section or the applicable MCA.

Affiliate: Any entity controlling, controlled by, or under common control with a Party, where the term "control" and its correlative meanings, "controlling," "controlled by," and "under common control with," means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity.

Agreement: Has the meaning given to such term in the MCA into which these GTCs are incorporated.

Associated Entity: Means: (i) each individual, company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with Customer or its Authorized Persons; (ii) any of Customer's end users; and (iii) Sublicensees.

Auditor: Any of Customer, Customer's third-party auditors or any regulatory examining authority having jurisdiction over Customer that participates in an audit described in this Agreement.

Authorized Person: Each person that either: (i) is included on the most recent list of persons designated by Customer to act on its behalf (e.g., access the IBX Center, place Orders) in accordance with Equinix's then-current form and procedures; or (ii) accompanies an Authorized Person as described in (i) above while at an IBX Center, other than an Equinix employee.

Business Contact Information (or "BCI"): Business contact data (including, but not limited to, data processed in CRM databases and data that is set out on access lists at any IBX Center from time to time) containing personal and/or private information relating to business contact information (mainly first name, last name, business phone numbers, business email and business address) of Customer, its agents, employees or any Authorized Person of the Licensed Space and Services (including third-party consultants, contractors or partners, and Sublicensees with whom Customer has a contractual relationship) and whose use, processing or transfer is regulated by law or regulation as 'personal data'.

Confidential Information: Non-public information disclosed between the Parties, that is designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005), including: (a) information identified by the disclosing Party, in writing or orally, as confidential at the time of disclosure; and (b) information containing the disclosing Party's customer lists, customer information, technical information, financial position, trade secrets, customer communications or proposals, benchmarking information, satisfaction surveys, or information relating to its business planning or business operations. Information about the operation and design of the IBX Centers (e.g., the configuration of cables, networks and services at the IBX Centers, equipment used at the IBX Centers) are the Confidential Information of Equinix.

Cross Connect: A physical or wireless interconnection within an IBX Center that: (i) exits Customer's Licensed Space or (ii) connects Customer to another Equinix customer.

Customer Data: Any data, information and other content that is loaded, stored, received, retrieved, transmitted through or otherwise processed by Customer as part of its use of the Licensed Space and Services.

Customer's Equipment: All network, computer and other equipment or property provided, owned or controlled by Customer, Customer's Affiliates, Customer's Authorized Persons or Associated Entities (including wiring and connections between such equipment and Customer's demarcation equipment), excluding Cross Connects or Equinix's demarcation equipment.

Customer Portal: A web portal which allows customers to order certain Services, monitor requests, and manage user permissions. The Customer Portal allows Customer to place Orders for Services (e.g., Smart Hands or additional Cross Connects or Power); open work visit tickets and schedule shipments; access standard self-service reports (e.g., user authorizations, install base, finance overview and pending orders), maintenance and incident notifications, and trouble ticket submissions; and manage physical access to the IBX Center and the Licensed Space.



Effective Date: For Licensed Space or a Service ordered in an Order (other than Online Orders or Phone Orders), the date designated in the Order as the Effective Date or if there is no date designated in the Order, then the date on which the Licensed Space is provided or the Service is delivered. For Licensed Space or a Service ordered in an Online Order or Phone Order, the date Equinix begins providing the Licensed Space or Service to Customer, unless otherwise agreed to by the Parties in the Order.

Fees: The fees and charges under the Agreement including the monthly recurring charges (“**MRCs**”) and non-recurring charges (“**NRCs**”) for Licensed Space and Services charged to Customer by Equinix, exclusive of Taxes.

Force Majeure Event: An event or circumstance beyond a Party’s reasonable control, including, but not limited to, war, labor strike, terrorist act, riot or civil unrest, fire, flood, earthquake, landslide, earth movement, hurricane, typhoon, tsunami, volcanic eruption or other natural disaster, health epidemic, pandemic or any law, order, regulation or other action of any governing authority or agency.

IBX Center: An International Business Exchange™ data center within which Customer receives Licensed Space and Services from Equinix.

IBX Policies: Equinix’s procedures, rules, security practices, and policies applicable to the IBX Centers including Equinix’s Global IBX Policies, which are located online and are hereby incorporated by reference: <https://www.equinix.com/resources/product-documents/ibx-policies/> and Equinix’s additional IBX Center-specific rules and procedures applicable to a specific IBX Center, which are either posted within the IBX Center or can be provided upon request.

Licensed Space: For space in an IBX Center in a common law jurisdiction, areas licensed by Customer, or, for space in an IBX Center in a civil law jurisdiction, areas made available to Customer with permission to access and use. In either case, the space is licensed or made available pursuant to the Agreement and identified in the Orders as to the amount of space. Equinix will determine at all times the exact location within the IBX Center where the Licensed Space will be located and Equinix will notify Customer accordingly.

MCA Effective Date: The effective date of the applicable MCA.

MCA Signatories: The Equinix entity and Customer entity that are the signatories to the MCA.

Online Order: An Order placed via the Customer Portal or e-mail, to be effective only after Equinix accepts it in accordance with Equinix’s applicable procedures or Equinix begins providing the Licensed Space or the Services ordered.

Order: An order for Licensed Space or Services prepared by Equinix, or an amendment thereto, that is incorporated into the Agreement by reference which describes the Licensed Space or Services. Orders are not valid until signed by both Parties, except for Online and Phone Orders. Equinix is under no obligation to accept an Order. Unless otherwise specified, reference to Order(s) shall also include Online Orders and/or Phone Orders.

Phone Order: An Order placed over the phone, where available, to be effective only after Equinix accepts it in accordance with Equinix’s applicable procedures or when Equinix begins providing the Licensed Space or the Services ordered.

Policies: The IBX Policies and any applicable Product Policies.

Product Policies: The product exhibits and policies which are located online at: <http://www.equinix.com/resources/product-documents/>, which are incorporated by reference into, or as otherwise agreed to in writing by Customer in, an Order.

Sanctions Laws: Export/re-export, sanctions, import and customs laws and regulations, including U.S. sanctions and export regulations.

Services: All services, goods and other offerings provided by Equinix under an Order pursuant to the Agreement.

Smart Hands: Equinix’s onsite technical assistance which may include following Customer’s express instructions relating to remote management, installation or troubleshooting of Customer’s Equipment or any other assistance agreed to by Equinix in an Order.

Sublicensee: Any third party who: (i) sublicenses all or part of the Licensed Space from Customer, if such Licensed Space is located in a common law jurisdiction, or (ii) is able to access and use all or part of the Licensed Space as made available by Customer, if such Licensed Space is located in a civil law jurisdiction.

Taxes: Sales, use, transfer, privilege, excise, consumption tax, Value Added Tax (“**VAT**”) or Goods and Services Tax (“**GST**”) as applicable, and other similar taxes and duties, whether foreign, national, state or local, however designated, levied or imposed



(whether as a deduction, withholding or payment) now in force or enacted in the future, which apply to the Licensed Space provided or the Services performed by Equinix for Customer or to Customer for its operations and use of the Licensed Space or Services, but excluding taxes on Equinix's net income.

CUSTOMER TO COMPLETE:

Acknowledged and agreed.
Customer Company Name:

San Bernardino County

(Complete Legal Name)

Authorized Signature:

Printed Name: Dawn Rowe

Title: Chair, Board of Supervisors

EQUINIX TO COMPLETE:

Acknowledged and agreed.

Authorized Signature: Phil Read

Printed Name: Phil Read

Title: Director, Commercial Solutions



**EXHIBIT A TO GLOBAL TERMS AND CONDITIONS
EQUINIX COLOCATION SERVICE DESCRIPTION AND SERVICE LEVEL AGREEMENT**

This Exhibit sets forth the description of the colocation Services provided by Equinix pursuant to the Agreement and the applicable service level agreement (“SLA”). Capitalized terms which are used but not defined in this Exhibit will have the meaning defined in the Agreement.

1. **Service Description**– The Services are comprised of the Licensed Space, power, Cross Connects and related Services at an IBX Center. Equinix also provides to Customer cooling, fire protection, and physical security (in accordance with Equinix’s certifications and standards). Licensed Space is located within the IBX Center listed on the Order.

a. **Security/Access Controls.** Equinix has established and will maintain appropriate physical, technical and organizational safeguards, and controls which, in Equinix’s sole discretion, are designed to protect the security of: (i) the IBX Center; (ii) the Licensed Space which contains Customer’s Equipment; and (iii) the Services (collectively, “Safeguards”). Safeguards will include the following:

Building Perimeter Security	Equinix continually monitors all entrances and exits to each IBX Center. Specific architectural features and physical construction of individual IBX Centers provide additional security and differ by location.
Colocation Area Security	Within each IBX Center, the colocation area is protected by additional security measures to form multiple layers of security. Equinix employs appropriate facility access controls to limit physical access to the Licensed Space, and examples of such access controls include visitor access authorization and validation via customer administrators and security officers, security mantraps, biometric readers and access card readers, locking cabinets, and extensive monitoring by video and/or IBX Center site staff.
Private Cage	Customer may select a private cage with access to the private cage restricted only to authorized personnel by means of an additional card reader or biometric scanner on the cage door.
Secure Cabinet	Customer may select a secure cabinet with access to the secure cabinet restricted only to authorized personnel by means of an additional locking mechanism on the cabinet door.
Security Systems	Equinix will use business systems designed to optimize security and such other security measures that Equinix deems appropriate.

b. **Electrical Power.** Equinix has designed electrical power delivery systems to provide an uninterrupted supply of electrical power through various primary and secondary supply mechanisms. For electrical power delivery to the Licensed Space, Customer may choose between the following configurations:

Non-Redundant Power	Electricity delivered via one (1) power circuit.
Redundant Power	Electricity delivered via two (2) power circuits from two different power busses

c. **Climate Control.** Equinix has designed climate control systems in the colocation area which are designed to provide a predictable and consistent environment as follows:

Temperature	Temperature is maintained between 15°C (59°F) and 32°C (89.6°F)
Relative Humidity	Relative Humidity is maintained between 8% and 80%

d. **Cross Connects.** Cross Connects permit Customer to connect Customer’s Equipment to other Equinix customer equipment or Equinix interconnection exchanges located within an IBX Center or between IBX Centers on a single Equinix campus. Cross Connects are available in various media types.

e. **Smart Hands.** At Customer’s request, Equinix will provide Smart Hands, which provide remote support of Customer’s Equipment within an IBX Center. Smart Hands only consists of visual and physical support of hardware (i.e., no application support or access to Customer Data). Smart Hands examples include assisting Customer with moving Customer’s Equipment and uncrating from boxes; labeling equipment and cable connections; inventorying Customer’s Equipment; and installing cabling between or from Customer’s Equipment to Customer’s demarcation equipment. Smart Hands requests may be expedited at the request of Customer and as agreed by Equinix.

f. **Maintenance.** Equinix maintains its IBX Center via a comprehensive, coordinated program of preventive maintenance. Maintenance activities are fully scripted, scheduled, reviewed, and approved by Equinix operations and engineering management prior to execution of the work. Equinix will inform customers of any maintenance via email or the Customer Portal. Equinix will use reasonable efforts to provide Customer with maintenance notifications in accordance with the following timeframes, but failure to do so will not entitle Customer to credits. Equinix will use commercially reasonable efforts to minimize disruption to the Services when performing maintenance.



Maintenance Type	Notification Objective
Scheduled Maintenance	at least 30 days in advance
Remedial Maintenance	at least 3 days in advance
Urgent or Emergency Maintenance	0 and up to 3 days in advance

g. **Security Breach Notifications.** Equinix will contact Customer via phone or email of any actual or attempted unauthorized access of Customer’s Licensed Space (i.e., private cage or cabinet) (“**Security Breach**”) within twenty-four (24) hours of discovery, or as soon as is practical given the circumstances. In the provision of Licensed Space and Services, Equinix does not manage nor monitor Customer’s Equipment and does not monitor any Cross Connects. Customer is solely responsible for monitoring Customer’s Equipment and its network traffic.

h. **Incident Management.** Equinix will maintain sufficient capability, systems, and processes to promptly respond to and address incidents within the IBX Center that affect, or have the potential to affect, the Licensed Space and Services or the operation of the IBX Center. Equinix monitors the critical equipment providing the Services and alerts staff to investigate and take appropriate and timely corrective action for power, environmental, security, fire suppression, and life safety incidents. If Equinix becomes aware of an incident that affects the Licensed Space and Services (other than a Security Breach which is governed by Section 1(g) of this Exhibit), Equinix will inform Customer and advise Customer of the nature of the incident within thirty (30) minutes of discovery, or as soon as is practicable given the circumstances. Equinix will provide Customer with regular updates (at least every two (2) hours) with the status of the incident and the actions taken. Customer may monitor the progress of the incident via the Customer Portal.

2. **Service Level Agreement**

a. **Electrical Power**

Service Level Name	Redundant Power Service Level	Non-Redundant Power Service Level
Availability	99.999%+	99.99%+
Service Level Threshold	This service level is met by achieving less than twenty-six (26) seconds of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
Unavailability	A redundant power service is considered Unavailable when a functioning cabinet that includes Customer provided automatic failover capability is powered by two (2) power circuits from different power busses, and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power.	A non-redundant power service is considered Unavailable when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power.
Credits	Subject to Section 3, if Unavailability exceeds the applicable Service Level Threshold, Customer will be entitled to a credit equal to 1/30th of the number of affected cabinets multiplied by the average power MRC per cabinet (i.e., total power MRC divided by the total number of cabinets) in the Licensed Space within which the Unavailability occurred (“ Loaded Cabinet MRC ”). Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected cabinet(s) for every full hour of Unavailability beyond the applicable Service Level Threshold.	

b. **Climate Control**

Service Level Name	Temperature Service Level	Humidity Service Level
Availability	99.99%+	99.99%+
Service Level Threshold	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
Unavailability	Temperature is considered Unavailable when the temperature drops below 15°C (59°F) or	Humidity is considered Unavailable when the humidity drops below 8% or exceeds 80%. Equinix measures



	exceeds 32°C (89.6°F). Equinix measures temperature between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.	humidity between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.
Credits	Subject to Section 3, if Unavailability exceeds the applicable Service Level Threshold, Customer will be entitled to a credit equal to 1/30th of the Loaded Cabinet MRC. Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected cabinet(s) for every full hour of Unavailability beyond the applicable Service Level Threshold.	

c. **Cross Connects**

Service Level Name	Cross Connect Availability Service Level	Cross Connect Provisioning Service Level	
Availability	99.99%+	Not applicable	
Service Level Threshold	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per Cross Connect.	Upon Equinix acceptance of an Order, Equinix will install into Customer's existing Licensed Space up to three (3) Cross Connects per day, per IBX Center as follows:	
		<u>Cross Connect Interval Type:</u>	<u>Provisioning Interval:</u>
		Premium	Twenty-four (24) hours
		Plus	Three (3) business days
Unavailability	A Cross Connect is considered Unavailable when the passive physical media that Equinix uses for the Cross Connect fails and the endpoints are unable to maintain a communication connection due to the failure of the physical media.	Not applicable	
Credits	Subject to Section 3, if Unavailability exceeds the Service Level Threshold, Customer will be entitled to a credit equal to the MRC for the affected Cross Connect.	Subject to Section 3, if Equinix does not provision Cross Connect(s) in accordance with the Service Level Threshold, Customer will be entitled to a credit equal to 100% of the NRC of the affected Cross Connect. Note: The Cross Connect Provisioning Service Level only applies to IBX Centers listed here: http://www.equinix.com/resources/product-documents/equinix-ibx-classification/ .	

3. **General**

a. **Credits.** The credits set forth in this Exhibit are Customer's sole and exclusive remedy if Equinix fails to meet the service level thresholds stated herein. In any calendar month the maximum credit(s) to which Customer shall be entitled will not exceed the MRC for such Licensed Space or Service.

b. **Reporting Unavailability and Requesting Credit.** All periods of Unavailability must be verified by Equinix, and approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. The period of Unavailability will be measured from the earlier of: (i) the time Equinix becomes aware of the incident as evidenced by Equinix's system logs or data, monitoring systems or applicable incident report; or (ii) Customer's notification to Equinix of the incident (i.e., Customer opens a trouble ticket) provided that Equinix can confirm the incident began when Customer claims it did; and ends when the Unavailability has been remedied, as confirmed by Equinix (i.e., closing of the trouble ticket). In order to be eligible for a credit, Customer must report the Unavailability to Equinix within seven (7) days of the incident. In order to receive a credit from Equinix, Customer must request the credit by notifying the applicable Equinix country contact in writing within fifteen (15) days of the last day of the month in which the Unavailability is remedied (i.e., the trouble ticket is closed).

c. **Exceptions.** Customer will not be entitled to a credit if the event or condition that would have otherwise given rise to the credit was caused by any of the following: (i) Force Majeure Events; (ii) scheduled maintenance; (iii) Customer's Equipment; or (iv) actions or inactions of Customer or its representatives.

