

MASTER COUNTRY AGREEMENT

UNITED STATES

This Master Country Agreement (United States) (the "**MCA (US)**") which also may be referred to as "**MSA**") is entered into on (the "**Effective Date**") by and between the undersigned customer ("**Customer**") and **Equinix LLC**, for and on behalf of itself or its Affiliates, each of whom may provide use of Licensed Space and Services pursuant to an agreed Order from time to time (and each referred to herein as "Equinix"). Customer and Equinix may be referred to collectively as "Parties" or individually as a "Party".

In consideration of the mutual covenants and conditions set forth below, Equinix and Customer agree as follows:

1. This MCA (US) incorporates the Global Terms and Conditions attached as Attachment A ("GTCs") and all other attachments to this MCA (US). The term "Agreement" as used in this MCA (US) and in the GTCs shall mean this MCA (US) and everything incorporated by reference into this MCA (US) and in the GTCs, including the Policies and all Orders. Capitalized terms used but not defined in this MCA (US) shall have the meaning ascribed to them in the GTCs.
2. This Agreement will be governed in all respects by the internal laws of the state of California without regard to its conflict of law provisions. The Parties each irrevocably agree to the exclusive jurisdiction of the courts of San Francisco, California, and waive any right to bring any action against the other Party in any other jurisdiction or courts. If any legal action is brought by either Party arising from, or related to, the subject matter of this Agreement, the prevailing Party will be entitled to an award of its reasonable attorneys' fees and costs.
3. Customer will not file a mechanic's lien or similar lien on, or in connection with, the Licensed Space or IBX Centers. Without limiting the foregoing, in the event a mechanic's lien or similar lien is filed on or in connection with, the Licensed Space or IBX Centers, Customer will be responsible for the immediate satisfaction, payment or bonding of any such lien. In no event will Customer's Equipment be construed as fixtures.
4. As per section 9.e of the GTC 00207875.0 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.

Executed as an Agreement, which shall not take effect until signed by both Parties below.

Customer to complete:

Customer warrants and represents that the individual signing below has full authority to execute this Agreement on behalf of Customer.

Customer Name: San Bernardino County
(Complete Legal Name)

Authorized Signature:

Printed Name:

Title:

Street address for notices:

Phone:

Equinix to complete:

Equinix warrants and represents that the individual signing below has full authority to execute this Agreement on behalf of Equinix.

Equinix LLC

Authorized Signature: *Phil Read*

Printed Name: Phil Read

Title: Director, Commercial Solutions

Street address for notices:
Equinix LLC
One Lagoon Drive, 4th Floor
Redwood City, California 94065, USA

Phone: +1 650-598-6000
Facsimile number: +1 650-618-1857

Facsimile number:
Electronic mail address:

Attachment A

Global Terms and Conditions 00207875.0

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