

# EQUINIX ORDER



**Account Name** : San Bernardino County  
**Account Number** : 549957  
**Order Number** : 1-229232779291  
**Version #** : 3  
**Agreement #** : 00207868.0

**Currency** : USD  
**Order Valid Until** : 08-Oct-2023  
**Initial Term (Months)** : 60  
**Renewal Period (Months)** : 12  
**Non-renewal notice (Days)** : 90

**PREPARED BY:**  
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**PREPARED FOR:**  
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IBX: SV5								
Address: 9 Great Oaks Boulevard, CA, 95119, United States								
Section C: Product/Element Changes								
Product Code	Product Description	Qty	UoM	Action	Total Charges NRC	Current Price MRC	Amended Price MRC	Effective Date
<b>SPC00006</b>	<b>Secure Cabinet With kVA Based Power</b>	<b>1</b>	<b>Each</b>	<b>Update</b>	<b>0.00</b>	<b>2,500.00</b>	<b>2,375.00</b>	<b>25-Sep-2023</b>
CAB00001	Cabinet - 5 kVA - Closed Cabinet S/N: 0106-20881933	1	Each	-	-	0.00	0.00	25-Sep-2023
POW00001	AC Power	5	kVA	Update	-	1,250.00	1,187.50	25-Sep-2023
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Primary S/N: 20881934	1	Each	-	-	0.00	0.00	25-Sep-2023
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Redundant S/N: 20881935	1	Each	-	-	0.00	0.00	25-Sep-2023
CAG00001	Cage - 1 Cabinets	5	kVA	Update	-	1,250.00	1,187.50	25-Sep-2023
<b>CC00001</b>	<b>Cross Connect - Campus - Primary</b>	<b>1</b>	<b>Each</b>	<b>Update</b>	<b>0.00</b>	<b>350.00</b>	<b>350.00</b>	<b>25-Sep-2023</b>
CC00001	Network Cable Connection - Single-Mode Fiber - Campus - Z-side IBX- SV1 S/N: 21059344-Z	1	Each	-	-	0.00	0.00	25-Sep-2023
CC00001	Network Cable Connection - Single-Mode Fiber - Campus - Z-side IBX- SV5 S/N: 21059344-A	1	Each	Update	-	350.00	350.00	25-Sep-2023
<b>ECX00015</b>	<b>Equinix Fabric Virtual Connection Product</b>	<b>1</b>	<b>Each</b>	<b>Update</b>	<b>0.00</b>	<b>200.00</b>	<b>200.00</b>	<b>25-Sep-2023</b>
ECX00015	Equinix Fabric Virtual Connection - SV - SV - 1 Gbps - Azure ExpressRoute	1	Each	Update	-	200.00	200.00	25-Sep-2023
<b>ECX00001</b>	<b>Equinix Fabric Port</b>	<b>1</b>	<b>Each</b>	<b>Update</b>	<b>0.00</b>	<b>100.00</b>	<b>100.00</b>	<b>25-Sep-2023</b>
CC00001	Network Cable Connection - Z-side IBX- SV5 S/N: 21829647	1	Each	-	-	0.00	0.00	25-Sep-2023
ECX00001	Equinix Fabric Port - 1G	1	Each	-	-	0.00	0.00	25-Sep-2023
<b>ECX00015</b>	<b>Equinix Fabric Virtual Connection Product</b>	<b>1</b>	<b>Each</b>	<b>Update</b>	<b>0.00</b>	<b>200.00</b>	<b>200.00</b>	<b>25-Sep-2023</b>
ECX00015	Equinix Fabric Virtual Connection - SV - SV - 1 Gbps - AWS Direct Connect - High Capacity	1	Each	Update	-	200.00	200.00	25-Sep-2023
<b>Section Total</b>					<b>0.00</b>	<b>3,350.00</b>	<b>3,225.00</b>	

IBX: SV5								
Address: 9 Great Oaks Boulevard, CA, 95119, United States								
Section D: Continuing Services								
Product Code	Product Description	Qty	UoM	Unit Pricing		Total Charges		Effective Date
				NRC	MRC	NRC	MRC	
<b>PS00004</b>	<b>Configurable Accessories</b>	<b>1</b>	<b>Each</b>	-	-	<b>0.00</b>	<b>0.00</b>	<b>25-Sep-2023</b>
CC00001	Patch Panel S/N: PP:0106:1147409	1	Each	-	-	0.00	0.00	25-Sep-2023
<b>Section Total</b>						<b>-</b>	<b>0.00</b>	

Section Total		NRC	MRC
Section C:	Product/Element Changes	0.00	3,225.00
Section D:	Continuing Services	0.00	0.00

Grand Total	
Monthly recurring charge:	\$3,225.00
Non-recurring charge:	\$0.00

## TERMS AND CONDITIONS

### 1. INTRODUCTION

This Replacement Order is governed by and incorporated by reference into the applicable Master Country Agreement or other similar agreement between the Parties ("Agreement").

Capitalized terms used but not defined in this Replacement Order shall have the meaning ascribed to them in the Agreement or shall refer to the values listed at the top of this Order.

This Replacement Order replaces and supersedes the Order(s) referenced below (including any Online or Phone Orders related to or incorporated by reference into such Order(s)) and will, as applicable, add those new Products detailed in Section A, terminate the Products detailed in Section B and amend the Products detailed in Section C as further detailed above from the Effective Date stated in the relevant Section.

Unless otherwise stated by this Replacement Order, the Products in the Order(s) detailed in Section D remain(s) unchanged.

### 2. DEFINITIONS

'Effective Date' as used in this Order shall be:

- For Section A: Product Additions, the date stated above on which the addition to the Licensed Space and Services takes effect or, if no such date is stated above, then the date the Licensed Space is provided or the Services are delivered;
- For Section B: Product Deletions, the date stated above on which the termination of the Licensed Space and Services takes effect;
- For Section C: Product Changes, the date stated above on which the change to the Licensed Space and Services takes effect;

or, if no such date is stated above, then the date the Licensed Space is provided or the Services are delivered of this Replacement Order.

'Products' as used in this Order may also be referred to as Licensed Space and Services.

## PRODUCT TERMS

Additional terms and conditions applicable to the Products listed above can be found at the following URL: <http://www.equinix.com/resources/product-documents> and are incorporated by reference into this Order.

### 3. INITIAL TERM & RENEWAL PERIOD

The Initial Term will commence on the Effective Date and will remain in effect for the Initial Term.

After the Initial Term, the term will automatically renew for the Renewal Period unless either Party terminates the Order by providing written Non-renewal notice prior to the end of the then-current term to the other Party in which event this Order will terminate at the end of the then-current term.

### 4. POWER LIMITATIONS

The maximum amount of electrical power that Customer may draw is stated above as Draw Cap or Qty/UoM in kVA or kW ("Draw Cap"). Customer may not draw more power than the Draw Cap. If Customer exceeds the Draw Cap, Equinix will notify Customer and Customer must reduce power draw to be equal to or less than the Draw Cap within 72 hours (or as otherwise agreed) or Equinix may, in its sole discretion, either charge Customer for the power overage at a maximum of twice the MRC/kVA rate for Licensed Space and power Services above, or suspend Customer's power Services to return to Draw Cap compliance.

### 5. MISCELLANEOUS

As per section 9.e of the GTC 00207875.0 the Order 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 Order (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 Order upon request. Except where otherwise expressly stated herein, the Order may be amended only by the written agreement of both Parties.

### 6. PRICE AND PRICE INCREASE

Customer will pay the Fees for the Licensed Space and Services from the Effective Date.

# EQUINIX ORDER



Notwithstanding anything in this Order to the contrary, all Fees for those Products in the Price Increase Terms may be subject to the Price Increase with effect from the date stated in the Price Increase Terms and every twelve (12) months thereafter, except where a change in Equinix's direct electrical supply costs exceeds the Price Increase value listed below then Equinix may change the Fees for power Services by such increased cost.

Price Increase Terms	
First Price Increase Applicable After	12 months
All Products Price Increase %	5%

Renewal Price Increase Terms	
All Products Price Increase %	5%

Equinix reserves its right to delay any Effective Date for the Licensed Space and Services under this Order unless Equinix receives a signed copy of this Order before the Effective Date stated above.

Order Reference Updates			
IBX	Product Family	Order Reference #	New Order Reference #
SV5	Space & Power	1-207339377719	1-229232779291
SV5	Interconnection	1-207339377719,1-212721836083,1-2217263244 96	1-229232779291
SV5	Services		1-229232779291

# EQUINIX ORDER



San Bernardino County		Equinix LLC, on behalf of itself and its U.S. Affiliates	
<b>Signature:</b>  <b>Name:</b> Pete Mendoza <b>Title:</b> Director of Purchasing  <b>Date:</b>	<b>Billing Contact Name:</b> Jeff Carter <b>Billing Address:</b> 670 E Gilbert St  San Bernardino CA United States 92415-0912 <b>Phone Number:</b> <b>Email Address:</b> jeff.carter@isd.sbcounty.gov	<b>Equinix Local Entity Address:</b> One Lagoon Drive, 4th Floor Redwood City CA United States 94065	<b>Signature:</b>  <b>Name:</b> <b>Title:</b> <b>Date:</b>