Equinix Legal Terms (US Federal)

These Equinix Legal Terms (US Federal) ("Terms") set forth binding terms between Equinix, LLC ("Equinix", "we", "our", or "us") as the service provider and the entity of the US federal government, or the entity contracted directly by an entity of the US federal government, identified on the Quoting Document or Order (defined below), that accesses or uses the Services ("Customer", "you", or "your") for US federal government purposes.

These Terms govern the access to and use of the Services identified in the Quoting Document or Order, whether obtained directly from Equinix or indirectly through an authorized reseller, distributor, or other channel partner of Equinix ("Channel Partner"), and is effective as of the date that Equinix begins performance. Equinix and Customer may be referred to individually each as a "Party" and collectively as the "Parties." All references to Equinix or Customer will, in the context of Terms, be interpreted only to mean the Customer entity and the Equinix entity that are parties to these Terms.

1. DEFINITIONS

Capitalized terms used herein but not otherwise defined in these Terms will have the meaning ascribed to them in this Section.

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

Authorized Person: Each person that is included on the most recent list of persons designated by Customer to act on its behalf (e.g., access the IBX Center) in accordance with Equinix's then-current form and procedures.

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.

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 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 applicable law or regulation as 'personal data'.

Customer Data: Any data loaded, stored, received, retrieved, transmitted through or otherwise processed by Customer as part of its use of the Services.

Customer Equipment: All network, computer and other equipment or property provided, owned or controlled by Customer, or Customer's Authorized Persons (including wiring and connections between such equipment and Customer's demarcation equipment), excluding (i) Cross Connects; (ii) Equinix's demarcation equipment; or (iii) parts and materials provided by Equinix as set forth in Section 5(c)(2), if not otherwise designated as Customer Equipment in the Order.

Customer Materials: Customer Equipment and Customer's technology, methodologies, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third-party) and also including any derivatives, improvements, enhancements or extensions of Customer Materials conceived, reduced to practice, or developed during the Term of these Terms by Customer.

Customer Portal: A web portal which allows customers to: (i) order certain Services, monitor requests, and manage user permissions; (ii) order additional Services; (iii) open work visit tickets and schedule shipments; (iv) 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 (v) manage physical access to the IBX Center and the Licensed Space.

Effective Date: For Services specified in a Quoting Document, the date Equinix begins performing the Services.

Equinix Affiliate: Any entity controlling, controlled by, or under common control with Equinix, 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.

Equinix Materials: Equinix's equipment, technology, methodologies, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, creative content, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by or licensed to Equinix by a third-party) and also including any derivatives, improvements, enhancements or extensions of Equinix Materials conceived, reduced to practice, or developed during the Term of these Terms by Equinix.

Equinix Policies: The IBX Policies and any applicable Product Policies.

Fees: The fees and charges for the Services described in the Quoting Document including the monthly recurring charges ("**MRCs**") and non-recurring charges ("**NRCs**") for Services charged by Equinix, exclusive of Taxes.

IBX Center: An International Business Exchange Center (also referred to as "**IBX**") within which Customer receives Services from Equinix pursuant to a Quoting Document.

IBX Policies: Equinix's procedures, rules, security practices, and policies applicable to the IBX Centers including Equinix's Global IBX Policies and Equinix's local IBX-specific policies including those set forth in Appendix B to these Terms.

Incorporated Terms: Equinix Policies, Product Descriptions, Privacy Statement and Shared Responsibility Model are those documents that Equinix publishes to provide additional information about and descriptions of the parameters of the Services.

Interference: Interference refers to: (i) any interference with Equinix's provision of Service (including the infrastructure used to provide the Services); (ii) a threat or attack on any of the Services; or (iii) Customer's or any other Authorized Person's use of the Services which disrupts or poses a security risk to Equinix, the Services or to any other customer or vendor of Equinix.

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 these Terms and identified in the Quoting Document 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. Equinix may only move or reallocate the Licensed Space to a different location (i) immediately in the case that Licensed Space is not adequate to provide the Services through no fault of Equinix; or (ii) on 60-day notice to Customer or as otherwise mutually agreed to in writing.

Order: In the case of a direct contract, an order means the Standard Form 1449 or other government ordering document for commercial products and commercial services; in the case of Services obtained indirectly through a Channel Partner of Equinix, an order is the purchase order that such Channel Partner issues directly to Equinix for the Services described in a Quoting Document.

Permitted Data: Any data that is lawfully collected, processed, stored, or transmitted by Customer in connection with the Services, which may be further modified pursuant to the applicable Quoting Document. Such data must be used solely for purposes that comply with all applicable laws, regulations, contractual obligations, and in accordance with the Quoting Document.

Privacy Statement: Equinix's privacy statement set forth in Appendix C to these Terms.

Product Description: The description of a Service, including any applicable obligations regarding the provision or use of the Services in these Terms. Product Descriptions may be attached to the Quoting Document or at https://www.equinix.com/resources/product-documents.

Services: All services, goods and other offerings provided by Equinix, including the Licensed Space, described in the Quoting Document pursuant to these Terms.

Shared Responsibility Model: Equinix's shared responsibility model is set forth in Appendix D to these Terms.

Smart Hands: Equinix's onsite technical assistance which may include following Customer's express instructions

relating to remote management, installation or troubleshooting of Customer Equipment or any other assistance agreed to by Equinix in an Order.

Quoting Document: The quote, which includes all proposal documents, prepared by Equinix that describes the final solution description, network diagram, data center locations, any Services to be provided by Equinix to the Customer, financial terms, and/or other relevant sections of an Equinix-generated quote.

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 Services performed by Equinix for Customer or to Customer for its operations and use of the Services, but excluding taxes on Equinix's net income.

Telecom Provider: Third party that provides telecommunication services such as, voice, data, video, and internet transmission for electronic networks.

Telecom Provider Terms: The terms by which a Telecom Provider agrees to provide telecommunication services. Applicable Telecom Provider Terms are available upon request.

Third-Party Products: Any products, software, content, services, information, websites, or other materials that are owned by third parties and are incorporated into, accessible through or available to purchase with, the Services, and which are specifically selected by Customer.

Third-Party Terms: End user license terms applicable to certain Third-Party Products, set forth in Appendix E to these Terms.

2. Agreement Structure

a. **Agreement Components**

(1) **Quoting Document.** The Quoting Documents sets forth the commercial terms that apply to the Services.

(2) **Equinix Legal Terms (US Federal).** These Terms provide the terms that apply to the Services being provided to the Customer under the Quoting Document. These Terms include the URL Terms which are incorporated by reference.

(3) **Order.** In the case of direct contract to Equinix by the Customer, then such Order is the Standard Form 1449 or other government ordering document for commercial products and commercial services as accepted by Equinix; in the case of Services obtained indirectly through a Channel Partner of Equinix, an order is the purchase order by that such Channel Partner issues directly to Equinix for the Services as accepted by Equinix. Equinix is under no obligation to accept an Order. If the Order does not incorporate by reference the Quoting Document that describes the Equinix offerings to be provided to the Customer, then such Quoting Document is hereby incorporated into these Terms.

b. **Conflicts.** In the event of any ambiguity, conflict, inconsistency among the components comprising these Terms, the components will be given a descending order of precedence as follows: (i) the Terms set forth herein including without limitation any addenda; (ii) Quoting Document (if not incorporated into an Order); (iii) an Order; (iv) Product Descriptions; and (v) Equinix Policies, which, for purposes of 48 C.F.R. 52.212-4(s), shall collectively constitute an addenda to the applicable solicitation or contract .

c. **Prior Orders.** If Customer has active agreements with Equinix prior to the Effective Date, Customer understands and agrees that the terms of the existing agreements will apply to all Services included in the prior agreements; all Services not included in the prior agreements will be governed by these Terms and associated Quoting Document.

d. **Updates to Incorporated Terms.** Equinix may update the Incorporated Terms from time to time effective upon notice to Customer. Such updated Incorporated Terms will replace the applicable Incorporated Terms set in the Appendixes to these Terms. If an update to an Incorporated Term has a material and adverse impact on Customer's use of a Service, Customer may terminate the affected Services(s) by providing written notification to Equinix within

ninety (90) days of such pnotification. Otherwise, Customer's continued use of the Services following an update to the Incorporated Terms constitutes acceptance of those updates, subject to 52.212-4(u) Unauthorized Obligations.

3. ORDERING EQUINIX SERVICES

a. **Ordering**. Customer may obtain Services from Equinix as specified in one or more Orders subject to the terms and conditions of these Terms and the applicable Quoting Document. Upon Equinix's acceptance of an Order, Equinix shall provide such ordered Services to Customer in a professional and workmanlike manner in accordance with these Terms and the Quoting Document.

b. **Ordring Policies**. Subject to 52.212-4(u) Unauthorized Obligations, Equinix and Customer will comply with the Incorporated Terms set forth in the Appendixes to these Terms.

c. **Fees and Invoicing**. For the Services ordered directly by Customer from Equinix, Customer will pay to Equinix the Fees and other charges specified in the Quoting Document. In addition:

(1) Customer's payments shall be made in accordance with the Prompt Payment Act (31 U.S.C. § 3901 et seq.) and other applicable federal law and regulation.

(2) Equinix shall submit properly prepared invoices in accordance with the terms of the Order and these Terms.

(3) Interest on late payments shall be applied in accordance with the Prompt Payment Act.

In the event Customer purchased Services via an authorized Channel Partner, such Channel Partner will be responsible for paying the Fees in accordance with the Quoting Document, the applicable partner agreement or subcontract that Equinix has executed with such Channel Partner, and the Order.

d. **Payment**. If the Customer is a private sector entity that is contracting directly with an entity of the US federal government that accesses or uses the Services for US federal government purposes, then this subsection applies. All Fees and other amounts stated or referred to in the Quoting Document and Order are exclusive of Taxes. Payments due to Equinix must be made in US dollars by wire transfer of immediately available funds to an account designated by Equinix or such other payment mechanism as agreed to by Equinix in writing. All payments are non-refundable. Customer will not have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to Equinix under an Order. If Customer fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law. Customer will reimburse Equinix for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest in accordance with and to the extent permitted by applicable law.

e. **Disputing an Invoice – Direct Customers.** Where Customer is making payments directly to Equinix:

(1) Customer may, in good faith, dispute any invoiced amount by providing written notice to Equinix, including reasonable supporting documentation.

(2) Equinix and Customer will work together in good faith to resolve any disputed amounts.

4. SERVICE LEVEL AGREEMENTS

a. **Service Levels and Credits.** Appendix A specifies the applicable service level agreement for each Service, including associated credits ("SLA Credits"). All service level agreements are subject to the terms of this Section. The SLA Credits set forth in Appendix A are Customer's sole and exclusive remedy if Equinix fails to meet the stated service level thresholds. In any calendar month the maximum SLA Credits to which Customer is entitled will not exceed the Fees for the Service not meeting the service level thresholds in that month. To receive an SLA Credit from Equinix, Customer must request the SLA Credit by notifying the applicable Equinix country contact in writing within fifteen (15) days of the last day of the month in which the incident leading to a failure to achieve a service level threshold is remedied.

b. **Exceptions.** A Quoting Document may modify the service level agreement set forth in Appendix A or set forth the circumstances where SLA Credits will not be available to Customer. In addition to exceptions stated in a Quoting Document, Customer will not be entitled to an SLA Credit if the event or condition that would have otherwise given rise to the SLA Credit was cause by any of the following: (i) Force Majeure Events; (ii) scheduled maintenance;

or (iv) actions or inactions of Customer or its Authorized Persons.

5. DATA CENTER SERVICES – This Section Will Only Apply to Those Customers Who Have Selected this Service in the Quoting Document

a. **Data Center Offerings.**

(1) **Provisioning.** Customer will reasonably cooperate with and provide all information necessary for Equinix to provision the Services. When ordering Services, Customer may be asked to provide Equinix with a target provisioning date, which Equinix will reasonably take into consideration. Equinix will inform Customer of the installation schedule and the anticipated provisioning date. If Customer's failure to provide necessary information causes a provisioning delay, Equinix will so notify Customer in writing and Customer will promptly provide such information in order to remedy the delay. If Customer fails to provide such information within thirty (30) days of Equinix's notification, Equinix may commence billing for those Services that have been provisioned and cancel any remaining Services which Equinix is unable to provision due Customer's delay. Customer may reorder any cancelled Services pursuant to a separate Order, subject to availability.

(2) **Power Services**. Equinix offers power Services with different pricing options, which vary by IBX Center and which are set forth in the Quoting Document. The Quoting Document will specify the agreed maximum amount of electrical power that Customer may draw. Equinix will make commercially reasonably efforts to inform Customer if its power usage exceeds this threshold and Customer must promptly reduce its power, as more fully described in the IBX Policies. Pricing for power Services is subject to the delivery of electrical power by third-party utility providers and may be subject to change. If there is a change in Equinix's power supply costs which exceeds the price increase percentage listed in the Quoting Document, Equinix may increase the Fees for power Services by such increased cost at any time during the Term on a pass-through basis.

(3) **Reporting.** Equinix will provide Customer with access to standard, self-service reports through the Customer Portal, including reports from the following categories: (i) User Reports: provide user contact information, account roles and ordering permissions; (ii) Order History Reports: provide current and past Order information (up to one (1) year); (iii) Finance Reports: provide access to the billing history of each Customer account (e.g., invoice amounts paid and dates) and makes available copies of invoices/credits in PDF or Excel format (up to one (1) year); and (iv) User Audit Reports: provide changes made to Authorized Person information or access/permissions. Equinix reserves the right to update the self-reporting functionality and available reports in its sole discretion. Additionally, standard Service-specific reports may be available upon request and non-standard reports can be ordered from Equinix (additional Fees apply).

b. **Data Center Operations.**

(1) **Security/Access Controls**. Equinix employs physical, technical and organizational safeguards, and controls which Equinix deems appropriate to protect the security of: (i) the IBX Center; (ii) the Licensed Space which contains Customer 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.

(2) **Maintenance.** Equinix maintains its IBX Centers using 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. Any maintenance windows applicable to the IBX Center or the Services are set forth in the Product Description.

(3) **Monitoring and Incident Management.** Equinix monitors the IBX Center and critical infrastructure which provides the Services. Equinix's monitoring system alerts staff to investigate power, environmental, security, fire suppression, and life safety incidents **("Incidents").** Equinix will promptly respond to and take appropriate corrective action to address Incidents which affect, or have the potential to affect, the Licensed Space or the operation of the IBX Center. If Equinix becomes aware of an Incident that affects the Licensed Space (other than a Security Breach which is addressed in Section 5.b.4., 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, via the Customer Portal or otherwise, (at least every two (2) hours or when a material change in the Incident status occurs) with the status of the incident and the actions taken. Customer may monitor the progress of the incident via the Customer Portal.

(4) **Security Breach Notifications.** Equinix will contact Customer via phone or email using the contact information provided by Customer 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. Equinix will reasonably cooperate with Customer in investigating any such actual or attempted Security Breach, including providing relevant information and access to personnel, subject to applicable law and Equinix's internal policies. For clarity, Equinix does not manage or monitor Customer Equipment or any network traffic, and this Section does not apply to cybersecurity incidents, which may be addressed separately. Customer is solely responsible for monitoring Customer Equipment and its network traffic.

(5) **Contact Information**. Customer will provide Equinix with the name and complete contact information of an Authorized User to whom any communication required by Sections 5.b.3. and 5.b.4. must be delivered. Customer is responsible for ensuring that the contact information is complete and current at all times. Equinix will be deemed to have met its notice obligations under Sections 5.b.3. and 5.b.4. if reasonably attempts to contact the provided Authorized User using the supplied contact information but is unable to do so regardless of the reason.

c. **Customer Equipment.**

(1) **Installation.** Customer must install, maintain, repair and operate Customer Equipment in a safe and lawful manner and in compliance with all applicable laws, manufacturer specifications and requirements, and industry standards, including those relating to proper installation, power consumption and ventilation.

(2) **Equipment Ownership.** Customer Equipment are not fixtures or fittings and Customer retains title to all Customer Equipment. Equinix retains title to the IBX Center and all parts and materials used or provided by Equinix in providing the Services, including those procured by Equinix specifically for Customer's use. Neither Party will file, nor cause to be filed, any liens, claims, or encumbrances (collectively, "**Liens**") against: (i) in the case of Customer, the Licensed Space or IBX Center, and (ii) in the case of Equinix, Customer Equipment; failing which, the applicable Party at fault will be responsible for any costs, damages, or expenses associated with removing or resolving such Liens.

(3) **Removal of Customer Equipment.** Customer will remove all Customer Equipment from the IBX Center upon the expiration or termination of an Order. If Customer fails to remove such equipment, Equinix may, at Customer's risk and expense, return the equipment to Customer or store it at an on-site or off-site location. If Equinix stores Customer Equipment on-site or off-site, Customer shall remain bound by these Terms, including all payment obligations set forth in the Order as if the Term was ongoing. Equinix will not dispose of or otherwise take action with respect to Customer Equipment, except in accordance with written instructions from the Customer's authorized representative. Customer's continued presence in the Licensed Space or continued use of the Services does not constitute Equinix's acceptance of such continued presence or use and shall not be construed as a waiver of any rights or remedies in law or equity to which Equinix is entitled, including the right to seek just and reasonable compensation for such continued presence or use Equinix's right to seek such reimbursement as a contractual remedy under these Terms,

enforceable to the extent permitted by applicable law. Except as set forth in this Section, Equinix's obligations pursuant to an expired or terminated Order will cease and Equinix will not provide other Services apart from physically storing Customer Equipment. Equinix shall be entitled to seek an equitable adjustment as contemplated in the Federal Acquisition Regulation.

d. **Access and Use**.

(1) **Data Center Access.** Subject to the applicable terms and conditions of these Terms and fulfillment of all Customer's payment obligations, Customer will have access to the Licensed Space twenty-four (24) hours per day, every day of the year, including all parts and materials used or provided by Equinix in providing the Services, including those procured by Equinix specifically for Customer's use. Access to the Licensed Space may be limited in cases where access is physically impeded or dangerous, including in cases of flooding or fire. Customer will ensure that it and all Authorized Persons that have access to an IBX Center will comply with the IBX Policies. Customer will maintain throughout the Term the legal right and authority (including regulatory consents) to operate, configure, install, maintain and repair Customer Equipment as contemplated by these Terms. To the extent permitted by applicable Federal law, if Equinix suspends the provision of colocation Services pursuant to the terms of these Terms, Equinix has the right to refuse to accept new Orders (including Smart Hands requests), deny access to the Licensed Space, and/or prohibit Customer from accessing or removing Customer Equipment from the IBX Center, except as required by Section 5.c.3.

(2) **Authorized Persons**. Customer will designate those Authorized Persons who are permitted to access the Licensed Space on Customer's behalf through 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. Equinix, in its sole discretion and upon receipt of prior notice from Customer, may also allow persons to accompany Authorized Person to perform maintenance or other services on Customer Equipment ("**Maintenance Person**"). Access to and use of the Customer Portal by Customer's Authorized Persons, and Maintenance Persons is and will be at all times subject to Equinix's standard terms and conditions applicable to the Customer Portal ("**Portal Terms**"). Customer and each Authorized Person and Maintenance Person must agree to the then-current Portal Terms prior to accessing and using the Customer Portal. Customer will be responsible and liable for all acts or omissions of Customer's Authorized Persons and Maintenance Persons and for any equipment or services not provided by Equinix. Equinix will be responsible and liable for all acts or omissions of Equinix Affiliates, employees and subcontractors, and for any equipment or services provided by Equinix (other than Customer Equipment).

(3) **No Lease**. These Terms are not intended to and do not constitute a lease of any real or personal property or a grant of any other real property interest. Customer acknowledges and agrees that its rights with respect to the Licensed Space are limited to a non-exclusive, revocable license to access and use the space solely for the purposes described in these Terms and the Quoting Document, and that such rights are provided under applicable federal law. Nothing in these Terms, Quoting Document or Order shall be construed to create a leasehold interest or otherwise subject the Parties to landlord-tenant laws. These Terms are subject and subordinate to the leases for the IBX Centers and all superior instruments to such leases. Customer Equipment will not be construed as fixtures or fittings. Equinix will retain title to all parts and materials used or provided by Equinix in providing the Licensed Space and the performance of the Services.

(4) **No Sublicensing**. Customer may not sublicense its Licensed Space to any other person or entity, without Equinix's express prior written consent, which consent may be withheld at Equinix's sole discretion. Customer remains responsible to Equinix for the performance of all obligations as stated herein.

(5) **IBX Policies.** Customer will comply, and will ensure that all of its Authorized Persons and Maintenance Persons that have access to an IBX Center also comply, with the applicable terms of the IBX Policies.

(6) **Interference.** Customer (including its Authorized Persons and Maintenance Persons) and Customer Equipment shall not cause any Interference. If Equinix discovers an Interference, Equinix will contact Customer, and Customer must promptly remedy such Interference or provide a mutually agreeable resolution plan. To the extent that the Interference, or the mitigation of the Interference, caused by Customer or Customer Equipment results in Equinix incurring additional costs, Equinix

may recover such costs from Customer as a contractual remedy under these Terms, enforceable to the extent permitted by applicable law. Equinix will promptly reverse any suspension after it is reasonably satisfied that the Interference has been remedied.

e. **Data Center Standards.**

(1) **Standards Documentation.** Documentation applicable to Equinix's IBX Centers ("**Standards Documentation**") is set forth in Appendix F to these Terms and Customer may access the applicable attestation reports and documentation via the Customer Portal.

(2) **Operational Audit.** Customer may conduct, at Customer's sole expense (including Smart Hands charges for Equinix's time), a confidential, audit of Customer's Licensed Space and the common areas of the IBX Center ("**Operational Audit**"). Customer will, to the greatest extent possible, rely upon Equinix's Standards Documentation for purposes of confirming the controls associated with the Operational Audit. Customer may conduct one Operational Audit per year which will take place during normal business hours and on an agreed date and time, subject to reasonable postponement by Equinix. The scope of the Operational Audit will only consist of Customer's Auditor visiting the IBX Center and the Auditors' review of Equinix's regularly prepared records regarding the operation of the IBX Centers, unless otherwise agreed to in advance in writing. Customer agrees that: (i) the Operational Audit will not impact other customers of Equinix or Equinix's operation of the IBX Center; (ii) the Auditor will comply with Equinix Policies; and (iii) Customer will ensure that its Auditor treats all of Equinix's Confidential Information which is disclosed during the Operational Audit in the same manner Customer is required to treat such Confidential Information; and (iv) Customer will be primarily liable for the acts and omissions of its Auditor.

6. MANAGED SOLUTIONS - – This Section Will Only Apply to Those Customers Whose Quoting Document includes this Service

a. **Managed Solutions Services.**

(1) **Provisioning.** Customer will be responsible for meeting Equinix's applicable minimum system requirements; (if any) for access to or use of the Services. Customer will reasonably cooperate with and provide all information necessary for Equinix to provision the Services. Customer will, at its expense, provide Equinix with access to, and use of, the Customer Equipment in order to provision the Services.

(2) **Change Management**. Customer will consult with Equinix regarding any proposed changes to Customer Equipment to the extent any such changes may impact Equinix's provisioning of the Services. In such event, the Parties will discuss such changes and negotiate in good faith a new Quoting Document to reflect any necessary changes to the Services ordered, including the Fees and any other terms. Failing such agreement, Customer will excuse Equinix from any failure to perform its obligations under these Terms to the extent that such failure is caused by any such changes to Customer Equipment.

(3) **Customer Personnel**. Customer will provide Equinix with: (i) the name and complete contact information of a person in charge to submit any communication relating to the fulfilment of the Services, and (ii) access to Customer personnel reasonably necessary for Equinix to provision and provide the Services.

(4) **Access and Use**. Customer shall not (nor permit its Authorized Persons to): (i) copy, modify, or create derivative works of the Services, any software component of the Services; (ii) sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, except as expressly permitted under these Terms; (iii) reverse engineer, reverse compile, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component (including source code) of the Services; (iv) remove any proprietary notices from the Services; (v) access or use the Services in order to build a competitive product or service or to copy any features, functions or graphics thereof; or (vi) perform stress testing of the Services for malicious purposes.

b. **Managed Solutions Obligations.**

(1) **Equinix Obligations**. Equinix's data processing obligations for the applicable Services are **set forth in Appendix G to these terms.**

(2) **Customer Obligations**. Customer will be responsible for ensuring the Services are used only for their intended purpose. Customer will have and maintain all necessary permissions, licenses and consents: (i) to provide Equinix or its Affiliates with the access, information, data and cooperation contemplated by these Terms; and (ii) for the installation, use, operation and maintenance of any third-party software installed and/or operated on the equipment (including any virtualized layers or components on such equipment) on which Equinix provides the Services, except to the extent expressly licensed by Equinix as part of such Services. Customer will cooperate and facilitate requests from any such third-party provider for demonstrating its compliance with the obligations described herein, as well as the correct number of licenses in use, which may include audits and access to the servers of Customer (if any) and/or to Equinix' servers in use for Customer. Customer will reimburse Equinix for any fees, costs, damages, expenses, losses, liabilities or penalties incurred or suffered by Equinix or its Affiliates due to Customer's unauthorized use of, or failure to maintain the requisite permissions, licenses and consents to install, use, operate and/or maintain such third-party software. Equinix's right to seek such reimbursement shall constitute a contractual remedy under these Terms, enforceable to the extent permitted by applicable law. Notwithstanding the foregoing, any audit or access to Customer systems or data by third-party providers shall be subject to applicable federal law, regulation, and Customer security policies.

c. **Managed Solutions Operations.**

(1) **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 the IBX Center. Additional safeguards and controls applicable to the Services may be as set forth in the Product Description or Standards Documentation.

(2) **Maintenance.** Equinix maintains the infrastructure which it utilizes to provide the Service using a comprehensive, coordinated program of preventive maintenance.

(3) **Monitoring.** Equinix monitors the critical equipment providing the Services, as applicable, and as may be set forth in the Product Description. Equinix is not responsible for any Customer Data or any other material or information accessible on or transmitted through the Services. Equinix is not obligated to monitor such communications, Customer Data or any other data transmitted through the Service.

(4) **Incident Management.** Incident management terms applicable to the Services may be as set forth in the Product Description. Customer will inform Equinix of any known or suspected incident affecting the Services to Equinix's local service desk in the Product Description. Customer must include the following when reporting the incident: (i) Customer's entity name; (ii) name and surnames of contact person; (iii) contact details (telephone number, email address and postal address of Customer); (iv) date and time of incident; and (v) reasonably detailed description of the incident. Any notification which does not comply with these requirements will not be considered a proper notification for the purposes of reporting an event which may give rise to service level agreement credits.

(5) **Interference**. Customer (including its Authorized Persons) and Customer Equipment shall not cause any Interference. If Equinix discovers an Interference, Equinix will contact Customer, and Customer must promptly remedy such Interference or provide a mutually agreeable resolution plan. If Customer fails to promptly take action, Equinix may take all reasonable steps to fix the Interference (billed as Managed Solutions Premier Support), which may include suspending access to or use of the Services. Equinix will promptly reverse any suspension after it is reasonably satisfied that the Interference has been remedied.

7. DIGITAL SERVICES – This Section Will Only Apply to Those Customers Whose Quoting Document Has Selected this Service

a. **Digital Services Products**

(1) **Equinix Software.** Where use of a Service may require or include the use of downloadable software owned by or licensed to Equinix ("**Equinix Software**"), Equinix grants Customer a non-exclusive, non-transferable, non-assignable, limited license for Authorized Persons to use such Equinix Software solely in connection with the Services, for governmental purposes, and in

accordance with these Terms. Equinix Software may be subject to additional terms and conditions, which will be provided to Customer, and for the avoidance of doubt does not include Third-Party Products.

(2) **Third-Party Products.** The Services may permit the use or purchase of Third-Party Products. All use of Third-Party Products is subject to the agreement with such Third-Party Product Provider (including any applicable Third-Party Terms), to the extent applicable to the Services. Customer must comply with the applicable Third-Party Terms associated with a Third-Party Product. If Customer is using a Third-Party Product for which there are no applicable Third-Party Terms, then the additional terms may be presented to Customer for acceptance within the Services by website link or otherwise, or separately agreed to by Customer directly with the Third-Party Product provider. If Customer does not agree to abide by the Third-Party Terms for any such Third-Party Products, then Customer may not install, access, or use such Third-Party Products. Customer shall indemnify, hold harmless and, at Equinix's option, defend Equinix and its Affiliates, from and against all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising from or related to any third-party claims related to Customer's or any End User's Customer's use of any Third-Party Products in violation of any applicable Third-Party Product Provider agreements (including any applicable Third-Party Terms).

(3) **No Resale.** The Services may not be resold by Customer.

(4) **Evaluation Terms for Services.** From time-to-time, Equinix may make certain Services available to Customer on a trial basis for evaluation purposes ("**Evaluation Basis**"). All use of any Services offered on an Evaluation Basis will be in accordance with the terms of these Terms and the Evaluation Products Product Policy set forth in Appendix H to these Terms.

b. **Digital Services Customer Obligations.**

(1) **Technical Obligations**. Customer is responsible for meeting Equinix's applicable minimum system requirements for access to or use of the Services; Customer is also responsible for the accuracy, quality, integrity and legality of Customer Data.

(2) **Use Restrictions.** Customer shall not, nor permit any Authorized Persons to: (i) copy, modify, or create derivative works of the Services, any software component of the Services; (ii) sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, except as expressly permitted under these Terms; (iii) reverse engineer, reverse compile, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component (including source code) of the Services; (iv) remove any proprietary notices from the Services; (v) access or use the Services in order to build a competitive product or service or to copy any features, functions or graphics thereof; or (vi) perform stress testing of the Services for malicious purposes.

c. **Digital Services Operations.**

(1) **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; and (ii) the Services. Equinix performs routine vulnerability scans on all critical infrastructure systems and mitigates any discovered security issues in compliance with Equinix's remediation policy.

(2) **Maintenance.** Equinix maintains the infrastructure which it utilizes to provide the Services using a comprehensive, coordinated program of preventive maintenance.

(3) **Monitoring.** Equinix is not responsible for any Customer Data or any other material or information accessible on or transmitted through the Services. Equinix is not obligated to monitor such communications, Customer Data or any other data transmitted through the Services.

(4) **Incident Management.** Equinix monitors the critical equipment providing the Services and alerts Equinix's engineering and operations team to investigate and, if necessary, take appropriate action to resolve any issues. Incidents are managed by Equinix staff based on a global incident management plan that defines process flows for addressing incidents based upon their severity. Services, Equinix will use commercially reasonable efforts to so inform Customer and to provide material updates with the status of the incident and the actions taken.

(5) **Interference**. Customer (including its Authorized Persons, if applicable) and Customer Equipment shall not cause any Interference. If Equinix discovers an Interference, Equinix will contact Customer, and Customer must, immediately fix such Interference. If Customer fails to promptly take action, Equinix may take all reasonable steps to fix the Interference, which may include suspending access to or use of the Services. Equinix will promptly reverse any suspension after it is reasonably satisfied that the Interference has been remedied.

(6) **Standards Documentation.** The current Standards Documentation applicable to Equinix's digital Services are set forth in Appendix I to these Terms.

(7) **Additional Obligations**. Additional security, monitoring and incident response requirements may be set forth in the Quoting Document.

8. TELECOM PROVIDERS. Customer acknowledges and agrees that Equinix may engage Telecom Providers to provision, deliver, or support the Services described herein, including but not limited to voice, data, internet, and related connectivity services. All Telecom Providers shall be selected at the sole discretion of Equinix, provided that their use does not materially diminish the quality or security of the Services. All use of Services requiring the use of Telecom Providers is subject to the agreement with such Telecom Provider (including any applicable Telecom Provider Terms), to the extent applicable to the Services. Customer must comply with the applicable Telecom Provider Terms associated with applicable Telecom Providers. To the extent permitted by applicable law, Customer shall indemnify, hold harmless and, at Equinix's option, defend Equinix and its Affiliates, from and against all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising from or related to any third-party claims related to Customer's or any Authorized Person's violation of any applicable Telecom Provider agreements (including any applicable Telecom Provider Terms).

9. COMPLIANCE WITH LAWS. Customer shall comply with all applicable federal laws, regulations, and executive orders applicable to these Terms. Equinix shall provide the Services in accordance with these Terms and its standard commercial practices (including use of Equinix's global personnel to support the Services), except to the extent that specific federal requirements are identified in the Quoting Document and expressly accepted by Equinix in writing. Customer shall ensure that its use of the Services complies with applicable federal cybersecurity, information security, privacy, data residency, and data classification requirements, including any frameworks or standards identified in the Order. Equinix shall not be responsible for compliance with any federal requirements not expressly incorporated into the Quoting Document or these Terms.

10. ADDITIONAL CUSTOMER OBLIGATIONS

a. **End User Agreement to Terms**. Customer is responsible for ensuring the Authorized Person accessing or using the Services complies with these terms and conditions.

b. **Use of Services**. The Customer shall use the Services solely for lawful and authorized purposes consistent with the Customer's public mission and in accordance with these Terms and the Quoting Document. Customer shall ensure that only Permitted Data is transmitted to or processed by the Services.

c. **Notification Obligations**. The Customer shall promptly notify Equinix of any actual or suspected security incident, data breach, or unauthorized access involving the Services or Customer Data.

d. **Indirect Procurement or Acquisition Vehicles**. Where Customer acquires Services through a Channel Partner or under a federal procurement vehicle such as a Federal Supply Schedule (FSS), Governmentwide Acquisition Contract (GWAC), or other multi-agency contract, Customer shall remain responsible for compliance with applicable federal procurement laws and regulations. Equinix shall not be deemed to have accepted any federal requirements or clauses unless expressly agreed to in writing. The Parties shall cooperate in good faith to ensure proper implementation of the Services in accordance with these Terms and the applicable procurement vehicle. For indirect procurements, only those clauses set forth in FAR 52.212-5(e)(1) or 52.244-6, as applicable, shall apply to Equinix.

e. **Access and Cooperation**. Customer shall provide Equinix with reasonable access to Customer's premises, systems, and personnel as necessary for the installation, configuration, maintenance, and support of the Services. This explicitly includes allowing access to Telecom Providers as required by the Telecom Provider. Customer agrees

to cooperate fully with the Equinix's personnel and to provide timely responses to requests for information or assistance. Equinix will not be responsible for any delays in the provisioning of the Services due to Customer's failure to provide access and cooperation, including delays caused by Telecom Providers rescheduling.

f. **Customer Technical Obligations**. Customer is responsible for meeting Equinix's applicable minimum system requirements for access to or use of the Services.

g. **Safety and Risk of Harm**. The Customer shall ensure that its personnel and equipment do not create safety hazards or interfere with Equinix's operations or other customers. In the event of an Interference, Equinix may take reasonable steps to mitigate the issue, including temporary suspension of Services, and shall notify the Customer promptly. Equinix shall not suspend Services without first providing the Customer a reasonable opportunity to cure, consistent with applicable law.

h. **Defense Priorities and Allocations System (DPAS).** Unless explicitly identified as DPAS rated in the Quoting Document, any Order rated as DPAS is rejected.

i. **OCONUS Orders.** Customers may select IBX Centers that are outside of the continental United States ("**OCONUS**"). Customer acknowledges that the provisioning of IBX Centers OCONUS is conducted by affiliated entities of Equinix in such jurisdictions, and that the affiliated entities may subcontract to local carriers as necessary to provision the Services. Customer agrees that it has the authority, approvals, and has considered the risks of any such OCONUS IBX Centers.

11. INDEMNIFICATION

a. **Indemnification**. Except to the extent prohibited by applicable law, including laws prohibiting obligations or expenditures in excess of appropriated funds (to the extent such laws have not been expressly waived by Customer as permitted by applicable law), each Party will indemnify, defend and hold the other Party harmless from any and all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses) for claims brought by third parties for bodily injury or damage to tangible property resulting from the gross negligence or willful misconduct of the indemnifying Party. In the event this Section 11 is subject to the provisions of 28 U.S.C. 516, nothing in this Section 11 will be construed in derogation of the US Department of Justice's right to defend any claim or action brought against the US pursuant to 28 U.S.C. 516 and Customer agrees to make every effort to permit Equinix to participate fully in the defense or settlement of any claim covered by this Equinix's indemnification obligations under this Section 11.

12. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

a. **Disclaimer. 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 SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE. ALL SERVICES ARE PROVIDED OR PERFORMED ON AN "AS IS," "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES, INCLUDING THE LICENSED SPACE, IS SOLELY AT ITS OWN RISK.**

b. **Total Liability. IN NO EVENT WILL EQUINIX'S MAXIMUM LIABILITY FOR ANY CLAIMS RELATING TO THE THE SERVICES OFFERED OR PROVIDED BY EQUINIX (I) FOR A NON-RECURRING CHARGE ONLY; OR (II) AS SMART HANDS SERVICES, EXCEED THE AMOUNT OF THE FEE FOR SUCH SERVICES PROVIDED ON THE OCCASION GIVING RISE TO THE CLAIM.**

c. **Limitation. THE LIMITATION SET FORTH IN SECTION 12.B, WILL APPLY TO ALL CLAIMS AND CAUSES OF ACTION, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY, EXCEPT TO THE EXTENT THAT THE LIABILITY CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW**.

d. **Consequential Damages. SUBJECT TO SECTION 12.C, 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 TERMS); AND (V) ANY LOSSES ARISING FROM OR CAUSED BY THE LOSS, INTERRUPTION OR CORRUPTION OF CUSTOMER DATA.**

e. **False Claims Act. THE LIMITATION OF LIABILITY IN THIS SECTION 12 DOES NOT IMPAIR THE CUSTOMER'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF THE TERMS AS PERMITTED UNDER ANY APPLICABLE FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 U.S.C. §§ 3729-3733).**

13. TERM, TERMINATION AND SUSPENSION

a. **Term**. The "Term" of these Terms commences on the date Equinix begins performance of the Services described in the Quoting Document and, unless otherwise mutually agreed in writing, expires on the last day of the period identified in the Quoting Document.

b. **Termination for Cause**. If Customer is a private entity performing under a government prime contract, then Equinix may terminate the Order by giving written notice to the other Party that a material term or condition of these Terms has been breached and such breach has not been cured within thirty (30) days (ten (10) days in the case of a failure to pay Fees) after receipt of such notice. If a material breach cannot be cured within thirty (30) days, the breaching Party shall be given a reasonable period of time, but not to exceed an additional thirty (30) days, to cure the breach, provided that the breaching Party acts promptly and diligently to cure such breach.

c. **Bankruptcy.** If Customer is a private entity performing under a government prime contract, then either Party may terminate the Order immediately upon written notice to the other if the other Party 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.

d. **Termination for Convenience**. If Customer is a private entity performing under a government prime contract, then Customer may terminate the Order for convenience by giving written notice to Equinix at least thirty (30) days prior to the effective date of such termination.

e. **Termination for Chronic Non-Payment**. If Customer is a private entity performing under a government prime contract, then without limiting Equinix's rights under Section 13.b, if any payment breach is not cured within ten (10) days after notice of the same (or if Customer's account is past due on two (2) or more occasions during a six (6) month period), Equinix may temporarily suspend the provision of the Services and temporarily deny access to and the removal of Customer Equipment from the IBX Center, in each case, until such past due payments are made.

f. **Safety**. Customer (including its Authorized Persons) shall not cause or create an Interference. Equinix will promptly contact Customer upon the discovery of an Interference, and Customer must, and hereby represents and warrants to Equinix that Customer will, promptly (not to exceed one (1) hour) either: (i) cease such Interference or provide a plan reasonably acceptable to Equinix to cease such Interference or (ii) 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 these Terms, Equinix may terminate these Terms 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. In the event Customer fails to remedy any Interference in accordance with this Section 13.f, Customer is solely responsible for all costs and expenses incurred by Equinix in remediating the Interference. For Federal entity Customers, in the event Equinix incurs costs or expenses directly resulting from an Interference caused by Customer or its Authorized Persons—including but not limited to labor, equipment damage, remediation efforts, or third-party claims—Equinix shall be entitled to recover such reasonable and documented costs from Customer. Equinix shall submit an invoice detailing such costs, and Customer shall review and process the invoice in accordance with the applicable payment provisions of these Terms.

g. **Effect of Termination**. Customer has no right to continue using the Services after an Order expires or is terminated. If Customer remains in the Licensed Space or continues to use the Services after expiration or termination, Customer shall remain bound by these Terms. Such continued presence or use shall not be construed as Equinix's acceptance or waiver of any rights or remedies in law or equity. Equinix shall be entitled to seek an equitable adjustment as contemplated in the Federal Acquisition Regulation as well as reasonable compensation for such continued presence or use, which shall constitute a contractual remedy under these

Terms. Except as set forth in Section 5.c.3., Equinix's obligations pursuant to an expired or terminated Order will cease and Equinix will not provide other Services apart from physically storing Customer Equipment.

14. INTELLECTUAL PROPERTY RIGHTS.

a. **Reservation of Rights**. Customer and Equinix agree that, as between the parties, Equinix owns all right, title, and interest in and to the Equinix Materials, including without limitation (i) any materials, inventions, and developments created by Equinix in connection with the Services, and (ii) any preexisting materials owned by Equinix prior to the Effective Date, including without limitation the underlying software, technology, databases, know-how, processes and methods used to provide or deliver the Services, and all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all intellectual property rights in and to any of the foregoing (collectively, the "Equinix IP"). Subject to the limited rights expressly granted hereunder, Equinix reserves and, as between the Parties will solely own, all rights, title and interest in and to Equinix IP. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

b. **Customer Data**. Customer and Equinix agree that, as between the parties, Customer owns all right, title, and interest in and to Customer Data and Customer Materials. Customer reserves and, as between the Parties will solely own, all rights, title and interest in and to Customer Data and Customer Materials. No rights are granted in Customer Data ad Customer Materials to Equinix hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

c. **Feedback.** From time-to-time Customer or its employees, contractors, or representatives may provide Equinix with suggestions, comments, feedback or the like with regard to the Services (collectively, "Feedback"). Customer hereby grants Equinix a perpetual, irrevocable, royalty-free and fully paid up license to use and exploit all Feedback in connection with Equinix's business purposes, including, without limitation, the testing, development, maintenance and improvement of the Services.

15. CONFIDENTIALITY

a. **Definition.** "Confidential Information" means all non-public information disclosed by a Party, including: (a) information disclosed such Party, in writing or orally, as confidential at the time of disclosure, or reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure; and (b) information containing such Party's customer lists, customer information, technical information, pricing information, financial position, trade secrets, customer communications or proposals, benchmarking information, satisfaction surveys, or information relating to its business planning or business operations. The terms of these Terms are also deemed the Confidential Information of Equinix. 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. For the avoidance of doubt, the mere placement of materials or equipment containing information at an Equinix location does not constitute disclosure of Customer's information to Equinix.

b. **Obligations.** Neither Party will use or disclose Confidential Information of the disclosing Party without its prior written consent, except where: (i) the disclosure is required by applicable law or regulation (including securities laws regarding public disclosure of business information) 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, in the case of Equinix, Equinix Affiliates, such Equinix Affiliate or its) 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 these Terms. In any case, the disclosing Party shall ensure that disclosure shall not be broader than necessary, and that the recipient agrees prior to receipt to keep the information confidential to the same extent as under these Terms (except that such agreement need not be obtained for disclosures to a court, regulator or arbitrator).

c. **Freedom of Information.** To the extent Customer is a government agency subject to the Freedom of Information Act, 5 U.S.C. 552, Equinix represents, and the Customer acknowledges, that Equinix's Confidential Information includes trade secrets or other data, including Terms and the Quoting Document, exempted from release due to competitive harm or based on the proprietary nature of the data, provided that nothing in the confidentiality obligations in Section 15 of these Terms restricts Customer's employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a government contract. To the fullest extent permitted by law, Customer will not disclose these Terms, the Quoting Document or any information obtained in connection with the Services.

16. COMPLIANCE

a. **Applicable Law and Disputes.** Where Customer is a federal government entity, these Terms will be governed in all respects by the federal laws of the United States without regard to its conflict of law provisions, are subject to 52.212-4(u) Unauthorized Obligations, and any dispute between the Parties will be resolved under the procedures of the Contract Disputes Act and FAR 52.233-1. For all other entities, including private and quasi-governmental entities, these Terms will be governed in all respects by the internal laws of the state of California without regard to its conflict of law provisions. If any legal action is brought by either Party arising from, or related to, the subject matter of these Terms, the prevailing Party will be entitled to an award of its reasonable attorneys' fees and costs.

b. **Business Contact Information.** Customer acknowledges that Equinix and Equinix Affiliates will, by virtue of the performance of these Terms, come into possession of BCI as an independent data controller (as defined under any applicable local data protection and privacy laws). For the avoidance of doubt, Customer acknowledges that (i) the provision by Equinix of Services in accordance with these Terms 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 applicable 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 Services such as its consultants, contractors or partners (x) that their BCI may be collected, used, processed and transferred by virtue of the performance of, and in accordance with, these Terms; and (y) of their rights regarding the processing of their BCI in accordance with this clause, and where applicable. For Customers who require or request account masking in information systems outside of the Equinix controlled data environment, Equinix will take reasonable steps to comply with Customer's requirements or requests; Equinix is not responsible for any unmasking results from actions taken, or omissions caused, by Customer.

17. MISCELLANEOUS

a. **Notice.** Unless expressly stated in the Order, all notices required by these Terms will only be effective if in writing and sent by (i) certified or registered mail, postage prepaid; (ii) overnight delivery requiring a signature upon receipt; or (iii) delivery by hand, to the Parties at the respective addresses in the Order or as otherwise designated in writing by the Parties. Notices, consents and approvals under these Terms will be in writing and shall be presumed to be received five (5) days after mailing if sent by mail, two (2) days after sending if sent by overnight courier or on the date of dispatch if sent electronically. Notwithstanding anything to the contrary in these Terms, consents or approvals required by these Terms and notices relating to changes to the Equinix Policies sent by Equinix may be sent by email and shall be presumed to be received on the date of dispatch.

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 these Terms, 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, provided that (i) such use to complies with any applicable usage guidelines that are published or made available by the other Party upon request and (ii) Equinix shall not use Customer's name or logo in any way that is or implies any endorsement of Equinix's products or services by Customer.

c. **Entire Agreement.** The Order, Quoting Document, together with these Terms and the components thereof, constitute the entire set of terms governing the provision of Services by Equinix to the Customer, and supersedes and replaces all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written or oral, as well as any industry custom. Each Party acknowledges that, in entering into the Order, 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 Order and these Terms, but nothing in this Section shall limit or exclude a Party's liability for fraud or fraudulent misrepresentation. Except where otherwise expressly stated herein, all or a portion of the Order, Quoting Document, and these Terms may be amended only by the written agreement of authorized representatives of both Parties.

d. **Construction.** Each Party agrees that it has reviewed these Terms and these Terms 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 these Terms. If any provision of these Terms 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 these Terms.

e. **Survival.** All provisions of these Terms which can only be given proper effect upon expiration or termination of an Order, including those provisions needed to interpret the same by surviving the termination of these Terms, shall survive the termination of the Order; provided, however Section 16 ("Confidentiality") of these Terms will survive for three (3) years after termination of the Order, provided that for any Equinix Confidential Information that constitutes a trade secret (as determined under applicable law), such confidentiality obligations will survive the termination or expiration of the Order for as long as such Confidential Information remains subject to trade secret protection under applicable law.

f. **Subcontracting and Transfer.** Equinix may permit any Equinix Affiliate, independent contractor, or other third party to perform its obligations under these Terms as a subcontractor, provided that Equinix remains primarily liable for such performance. Equinix shall not transfer or assign these Terms or any Order, or any rights or obligations thereunder, without the prior written consent of the Customer, as required under applicable law, including FAR Subpart 42.12.

g. **Force Majeure.** Neither Party shall be liable for any failure or delay in performance under these Terms (other than for payment obligations) to the extent such failure or delay is caused by an event beyond its reasonable control, including but not limited to acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or other similar causes. The affected Party shall promptly notify the other Party in writing of the occurrence of such an event and shall use reasonable efforts to mitigate the impact of the delay.

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

i. **Relationship.** The Parties are independent contractors, and these Terms 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.

j. **Commercial Services.** Equinix's Services are commercial services as defined in FAR 2.101 and other relevant government procurement regulations including agency supplements. The Services are of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed or specific outcomes to be achieved and under standard commercial terms and conditions. If these terms fail to meet the US federal government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue its use of the Services.

k. **Third Parties.** There are no third-party beneficiaries to these Terms.

l. **No Waiver.** No waiver of any breach of any provision of these Terms 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.

APPENDIX A

Service Level Agreement

This Appendix sets forth the Service Level Agreement for the Services provided by Equinix.

1. Service Levels

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. Interruptions in electrical power caused by Maintenance notified pursuant to Section 1.f. is not considered Unavailable.
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 18°C (64.4°F) or exceeds 27°C (80.6°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 is considered Unavailable when the humidity drops below twenty five percent (25%) or exceeds sixty-five percent (65%). Equinix measures 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 9will 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

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<table>
<tr><th>Service Level Name</th><th>Cross Connect Availability Service Level</th><th colspan="2">Cross Connect Provisioning Service Level</th></tr>
<tr><td>Availability</td><td>99.99%+</td><td colspan="2">Not applicable</td></tr>
<tr><td rowspan="4">Service Level Threshold</td><td rowspan="4">This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per Cross Connect.</td><td colspan="2">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:</td></tr>
<tr><td><u>Cross Connect Interval Type:</u></td><td><u>Provisioning Interval:</u></td></tr>
<tr><td>Premium</td><td>Twenty-four (24) hours</td></tr>
<tr><td>Plus</td><td>Three (3) business days</td></tr>
<tr><td>Unavailability</td><td>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. For the avoidance of doubt, Maintenance notified pursuant to Section 1.f. will not cause Unavailability in a Cross Connect.</td><td colspan="2">Not applicable</td></tr>
<tr><td>Credits</td><td>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.</td><td colspan="2">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 appliestoIBXCenterslistedhere: http://www.equinix.com/resources/product-documents/equinix-ibx-classification/.</td></tr>
</table>

2. General

a. **Credits**. The credits set forth in this Appendix are the sole and exclusive remedy if Equinix fails to meet the service level thresholds stated herein. In any calendar month, the maximum credit(s) for Equinix’s failure to meet the service level thresholds stated herein 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). To be eligible for a credit, Customer must report the Unavailability to Equinix within seven (7) days of the incident. To receive a credit from Equinix, the request for credit must be made 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**. Credits will not be issued 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.

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APPENDIX B

IBX Polices

GLOBAL IBX POLICIES

These Global International Business Exchange Center Policies (“**Policies**”) supplement and set forth additional terms and conditions governing the use of an Equinix International Business Exchange™ (“**IBX®**”) Data Center by Customer, pursuant to the agreement between Customer and Equinix (“**Agreement**”). All capitalized terms are either defined in the Agreement or herein. References to Customer will also include Customer’s Authorized Persons and accompanying persons where appropriate.

1. IBX Access

1.1. Access. Subject to the terms of these Policies and the Agreement, Customer may access the IBX common areas and its Licensed Space 24x7x365.

1.2. Identity Verification. Access to the IBX will only be granted to individuals whose identities have been verified by Equinix security or management (such as IBX Operations Director or authorized designee). Customer and any visitors must present valid government issued photo identification acceptable to Equinix for identity verification before being granted entry to the IBX. Acceptable identification is limited to valid, readily identifiable government issued photo identification such as: (a) a passport or (b) a driver’s license or national identity card from the same state or country within which the IBX is located. For avoidance of doubt, a driver’s license or national identity card from a country other than the country in which the IBX is located will not be acceptable identification. If the presented identification is deemed unacceptable or an individual’s identity cannot be verified for any other reason, access to the IBX will be denied until acceptable identification has been provided. Any person being enrolled into the access control system may be required to have a photo taken for identification record purposes.

1.3. Prohibited Items and Behavior. Before being granted access to the IBX, Equinix may require Customer to undergo physical screening (e.g., metal detectors) to ensure prohibited items are not brought into the IBX. Equinix will deny access or remove from the IBX property anyone who either:

1.3.1. Possesses any of the following prohibited items:

1.3.1.1. Explosives, firearms, weapons or dangerous devices of any type;

1.3.1.2. Hazardous or radioactive materials or other harmful chemicals;

1.3.1.3. Alcohol, illegal drugs or other intoxicants;

1.3.1.4. Magnets and electromagnetic devices; or

1.3.2. Engages in any of the following prohibited activities:

1.3.2.1. Any activity that puts health, safety, life or property at risk, including being intoxicated or otherwise impaired;

1.3.2.2. Any attempt to tamper with or defeat security rules, systems, devices or appliances, including attempting to fraudulently gain access to any restricted location or network or otherwise bypass security;

1.3.2.3. Any activity which may diminish Equinix’s capability to provide security or fulfill its obligations;

1.3.2.4. Any construction changes or alterations to the interior or exterior of the IBX or the Licensed Space unless expressly approved by Equinix in advance and in writing; or

1.3.2.5. Acting in an unsafe manner not otherwise expressly prohibited, not having a business purpose for the visit, or otherwise violating any other provision of the Agreement or these Policies.

1.4. Emergency. Equinix may temporarily restrict or delay IBX access if there is any emergency such as fire, building evacuation, medical emergency, weather-related emergency, terrorist attack, etc.; or any threat to the IBX or its operation; or pursuant to instructions from government personnel (e.g., police or firefighters). During an emergency or drill, Customer must follow instructions given by onsite Equinix personnel.

2. IBX Usage

2.1. Customer must:

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2.1.1. Comply with the Agreement, these Policies, and all applicable laws, rules, regulations and procedures in effect at the IBX, including instructions by onsite Equinix personnel and signs posted by Equinix from time to time.

2.1.2. Behave in a courteous, lawful, professional and safe manner, which includes not blocking any exits routes or aisles, or causing a fire hazard or any other nuisance or otherwise interfering with Equinix personnel or other customers.

2.1.3. Immediately notify Equinix of suspicious activity, non-compliance with these Policies, bodily injury, equipment or facility damage, or a dangerous situation of any type.

2.1.4. Not interfere with proper operation of the IBX, including but not limited to touching, altering, damaging or breaching any security or electrical or any other system or equipment operated or maintained by Equinix including Cross Connects.

2.1.5. Not manufacture, generate, treat, transport, dispose of, release, discharge or store any hazardous materials in, on, under or near the IBX or any surrounding properties.

2.1.6. Not use mobility aids unless approved by Equinix.

2.1.7. Adhere to IBX health and safety requirements, including the wearing of personal protective equipment.

2.1.8. Ensure Customer Equipment does not emit noise that (i) exceeds local law, code, or regulation, or (ii) interferes with Equinix's proper operation of the IBX as defined in the Agreement.

2.1.9. Not use ladders over 8 feet tall within the IBX unless approved by Equinix.

2.2. Use of Cameras, Videography, CCTV or other Recording Equipment. Customer may not use any camera, videography, CCTV or other recording equipment except as specifically permitted in Section 4.3.

2.3. Use of IBX Common Areas. Customer may use the IBX common areas as permitted by Equinix (e.g., for ingress and egress to and from its Licensed Space) but may not encumber or obstruct the pathways, driveways, yards, entrances, hallways, stairs or any IBX common areas in or around the IBX. If Equinix designates an IBX common area as a shared work area, Customer may use such shared work area only for the purpose expressly permitted by Equinix (e.g., equipment repair and testing). Additionally, Customer may only consume food, beverages, or tobacco or vaping products in indoor or outdoor IBX common areas expressly designated by Equinix for such activities. Customer must not leave any of Customer Equipment unattended in IBX common areas.

2.4. Acceptable Use. All use of the Services and Equinix's infrastructure network must comply with the Equinix Acceptable Use Policy, which is located at https://www.equinix.com/about/legal/AUP.

3. Licensed Space Provisioning and Access

3.1. Provisioning of Licensed Space

3.1.1. Customer may provide Equinix with a target date for provisioning the Licensed Space and Services, which Equinix will reasonably take into account. To support timely provisioning, Customer must provide a completed cage design and configuration at the time of ordering.

3.1.2. Equinix will inform Customer of the installation schedule and the anticipated provisioning date(s) and notify Customer once its Licensed Space (i.e., private cage or shared cabinet) has been provisioned. Once provisioned, Customer will have 24x7x365 access to its Licensed Space. Customer will have the right to access its Licensed Space by scheduling a work visit (subject to safety requirements and Equinix's operational policies).

3.2. Infrastructure and Fit Out

3.2.1. Equinix is solely responsible for installing power circuits and pulling power from the PDU into the cage or cabinet. For private cages requiring special fit-out, Customer will direct either Equinix or a qualified contractor of its choice to perform the remaining build out within its cage, in accordance with Customer's requirements. Any Customer-selected contractor must comply with applicable safety requirements and Equinix's operational policies.

3.2.2. If Customer engages Equinix for build out works, Customer must provide all information necessary for Equinix to fully provision the Licensed Space and Services. If Customer's failure to provide such information causes a provisioning delay in the build out, Equinix reserves the right to commence billing for those Products that have been provisioned and cancel any remaining Products which are impacted by the delay. Customer may reorder any canceled products pursuant to a separate Order, subject to availability.

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3.3. Prohibited Behavior. Customer must not: alter, tamper with, damage, adjust, repair, interfere with or breach the security of its or any other customer's Licensed Space.

3.4. Equinix will not access Customer's Licensed Space except:

3.5. If directed by Customer (e.g. Smart Hands);

3.6. To respond to a health/safety or environmental emergency;

3.7. To perform services necessary for the efficient operation of the IBX, including maintenance; or

3.8. As otherwise permitted by the Agreement, including accompanying Equinix's Landlord if such access is required as applicable, and if so, then only upon prior notice and coordination.

4. Licensed Space Usage

4.1. Orderly and Clean; Furniture. Customer must maintain Licensed Space in an orderly and clean manner and in good repair and condition, free of debris and litter. Designated trash receptacles are located in IBX common areas. Customer may not place furniture (e.g., chairs) in its Licensed Space except as permitted by the IBX site manager, and such permission may be withdrawn at any time. If Customer fails to remove the furniture within a reasonable time after notice, Equinix may remove and store the furniture at Customer's expense, billed at Smart Hands rates.

4.2. Removal of Cardboard and other Flammable Materials or Liquids. Cardboard, shipping boxes, flammable plastics, and other flammable materials or liquids are strictly prohibited in Licensed Space in some jurisdictions. Customer must not store or permit such materials or liquids to remain within the Licensed Space for more than 24 hours without Equinix's consent. Violations of this section may result in Equinix remediating the problem at Customer's expense, billed at Smart Hands rates. Customer may use permitted plastics which are certified to FM 4910, FM 4884, or UL 2024 standards.

4.3. Use of Cameras, CCTV or Recording Equipment. Customer may not use any cameras, CCTV or recording equipment inside the IBX, except for the following limited exceptions within a private cage. Smart Hands charges for Equinix's time will apply.

4.3.1. CCTV. Customer may not install any surveillance cameras or other surveillance equipment without Equinix's prior review and consent. All equipment and use of such equipment is subject to Equinix approval. No equipment will be approved if it includes pan/tilt/zoom capabilities or a microphone or is able to monitor anything except the inside of Customer's Licensed Space. Equinix reserves the right to require Customer to remove or relocate any equipment that Equinix deems to threaten or impede the security of the IBX, including the security and privacy of other Equinix customers. Additionally, any Customer approved CCTV is subject to the following policy related to the CCTV data collected and processed by Customer within the IBX Center: https://www.equinix.com/resources/product-documents/cctv-data-protection.

4.3.2. Smart Hands Assistance. When scheduling a visit, Customer may request that Equinix take photographs of Customer's private cage and of Customer Equipment within such private cage. Equinix will do so only if: (a) Customer completes the required documents provided by Equinix, (b) an IBX staff member takes the photographs and recordings with Customer's recording equipment, and (c) the IBX staff member at all times controls the recording equipment while it is inside the IBX. Customer may only use any recordings, photographs or video taken within an IBX for Customer's internal purposes and may not distribute or use such content in any public marketing or promotional materials without Equinix's prior written approval.

4.4. Signage. Customer may install a self-identifying marker (e.g., sign) on Customer Equipment or Licensed Space with the prior approval of Equinix. Equinix will not install any such signs unless expressly directed by Customer at Customer's expense, billed at Smart Hands rates.

4.5. Customer Equipment. Customer is responsible for providing, installing, configuring, operating, maintaining, upgrading and repairing all Customer Equipment, in accordance with the following:

4.5.1. Safety. All Customer Equipment must be installed, operated, and maintained: (a) in a safe and lawful manner, in compliance with all applicable laws, codes and regulations and obligations specified by authorities having jurisdiction, and (b) in accordance with manufacturer specifications, industry standards, and Equinix requirements, including but not limited to, those relating to proper installation, power consumption and ventilation. All Customer Equipment must be approved or certified by applicable product safety listing agencies (e.g., UL-listed, ETL TUV Rheinland, CSA).

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4.5.2. Installation Requirements. Customer Equipment may not be stacked or resting on any other equipment and must be securely fixed onto a cabinet or rack in a manner reasonably satisfactory to Equinix. If Customer Equipment is too large or heavy for a rack or cabinet (e.g., large servers), Equinix may affix such Customer Equipment directly to the floor at Customer's expense, billed at Smart Hands rates. Where practical, the heaviest or hottest components of Customer Equipment should be installed in the lower sections of a cabinet to make the most effective use of the supplied cooling system. Where Customer Equipment is installed on a raised floor, the total weight of Customer Equipment and cabinets may not exceed the applicable floor loading limits. Equinix may require removal of any of Customer Equipment that, in Equinix's sole discretion: (a) causes a threat to safety (including any risk of fire or other hazard), (b) unreasonably interferes with the operations of Equinix or another customer or any other person or entity that is occupying Licensed Space or IBX property or otherwise utilizing any portion of the IBX, or (c) otherwise does not comply with these Policies. Customer must obtain written approval from Equinix to install plastic panel barriers in Customer's Licensed Space.

4.5.3. Internet Exchange. Customer will not operate an "Internet exchange" within the Licensed Space that competes with Equinix. To clarify, Customer may not create or operate a shared infrastructure to which a network interconnects for the purpose of exchanging routed traffic with all the other networks connected to the shared infrastructure where the owners of the networks have direct contractual relationships between each other for the exchange of that routed traffic. Customer may connect to other Customers through use of a Cross Connect or an Equinix exchange only.

4.6. Power and Batteries.

4.6.1. For each power circuit and Redundant Power Circuit Pair (as defined below), Customer will not consume more than the power rating for such power circuit stated in the associated Order (80% of the rated capacity), unless a different standard or local code applies. A "**Redundant Power Circuit Pair**" is two power circuits installed in the same cabinet or rack (neither of which are part of another pair of circuits in the same cabinet or rack) that are fed from diverse power buses and are powering only equipment with redundant power supplies capable of auto-failover. Customer must ensure that the aggregate draw of the entire Redundant Circuit Pair does not exceed the usage limit of a single lowest-rated circuit at any time. If the draw of the entire Redundant Circuit Pair exceeds the usage limit of a single circuit, then each power circuit will be considered a single primary circuit, so additional charges will apply and the circuits will not be covered by the Redundant Circuit Pair SLA, and Equinix may reduce the Customer's power draw accordingly.

4.6.2. Customer may not draw more power than the Draw Cap. "Draw Cap" means the maximum amount of electrical power that Customer may draw which is ordered by Customer and specified as the Draw Cap or Qty/UoM in kVA or kW in the Order. Equinix will inform Customer if its power usage exceeds the Draw Cap and Customer will promptly reduce its power draw to be equal to or less than the Draw Cap within seventy-two (72) hours (or as otherwise agreed) of such notification. If Customer fails to do so, Equinix reserves the right to charge Customer for the power overage at a maximum of twice the MRC/kVA rate for the Power Products; provided, however, if Customer's exceeded Power draw affects Equinix's operations at the IBX Center or lasts more than ten (10) days from the date Customer is informed of its Draw Cap overage, Equinix may suspend the provisioning of the Power Products to return to Draw Cap compliance.

4.6.3. Customer must not connect power strips or other equipment into each other to form a single long line of strips, (i.e., daisy chain). Customer must not use circuit splitters on any Equinix-provided power circuit. Customer must not connect a power circuit to a cabinet other than the cabinet specified by Equinix for such power circuit.

4.6.4. Customer may not use UPS systems or -48VDC rectifiers on shared DC plant, unless approved by Equinix. In-cabinet +48v DC rectifiers that comply with the requirements of Section 4.5.1 are permitted.

4.6.5. Customer may not install battery systems that provide backup power to Customer's IT equipment including but not limited to in-rack backup batteries, VRLA (valve-regulated lead-acid) batteries, and lithium-ion batteries.

4.6.6. Customer may only use permitted batteries. "Permitted batteries" are limited to those internal batteries which are installed as integral components of OEM equipment which are required for Customer Equipment to maintain processor, operating system, or memory while Customer Equipment is in a powered down state.

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4.6.7. Customer may not install or operate aggregated mobile phones or other devices (I.e. "phone bank") by charging, connecting, or otherwise operating multiple battery-powered mobile devices, beyond those required for personal use which are permitted under this Section, without Equinix's prior written approval.

4.6.8. Customer's Authorized Person(s) may temporarily connect a limited number of charging devices solely for individual personal cellular communications devices, personal computing devices, diagnostic test equipment and hand power tools to "convenience power outlets" while Customer's Authorized Person is present in the Licensed Space. Connection of such charging devices to Equinix protected power circuits is prohibited.

4.7. Environmental. Customer must use appropriate air management/containment components such as full cabinet blanking panels and above-cabinet vertical panels as specified by Equinix in applicable IBX data centers to minimize recirculation of hot server exhaust with cold supply air and to support cooling efficiency and effectiveness. For the avoidance of doubt, Equinix-provided cabinets will also include the initial blanking plates, grommets and brushes, and Customer may request that Equinix install such air management products on Customer's behalf pursuant to an Order. Customer will ensure any and all applicable air containment components remain installed and intact throughout the contracted term of the Licensed Space. Equinix may perform periodic audits to ensure containment components are functioning as intended and if not, then Customer will promptly comply with Equinix remediation requests or permit Equinix to enter the Licensed Space and perform the remediation at Customer's expense, billed at Smart Hands rates.

4.8. Degaussing and Data Destruction Equipment. Customer must not possess or use degaussing and/or data destruction equipment in the IBX without prior written approval from Equinix.

4.9. Liquids in the IBX. Customer must not possess or use any liquids in the IBX (e.g., liquid cooling technologies) without prior written approval from Equinix.

4.10. Borrowing Equipment. Customer may borrow equipment from Equinix (e.g., ladders, tools, carts and dollies, adapters and HDMI cables) ("Borrowed Equipment"). Customer will comply with all check in and check out procedures for Borrowed Equipment and will use the Borrowed Equipment for its intended use. Customer assumes all risk in connection with the use of the Borrowed Equipment and will return Borrowed Equipment upon request.

5. **Cables and Wiring** As further described below, Equinix will install Cross Connects that extend outside Licensed Space and attach them to the point of demarcation ("**POD**"), and Customer will install "Customer Cabling" (as defined below) within Licensed Space, including those that attach to the POD.

5.1. Cross Connect. A Cross Connect is a physical interconnection within an IBX that exits Customer's Licensed Space or otherwise connects Customer to another Equinix customer. Customer may not install, move or remove any Cross Connect. Equinix will install a Cross Connect ordered by a Customer ("**A-side**") only if the other customer ("**Z-side**") approves such Cross Connect. Equinix may disconnect a Cross Connect upon termination or expiration of the Order or at the request of either the A-side or the Z-side Customer, and in such case, Equinix will inform the other Customer of an impending disconnection. Customer will be responsible for obtaining telecommunications services as needed from the carrier of its choice inside the IBX, and Equinix will not be responsible for such services other than for installation and maintenance per the Cross Connect SLA.

5.2. Point of Demarcation. Equinix will install a POD to connect Cross Connects to Customer Cabling. The POD is typically a relay rack with a demarcation patch panel, which may include: (a) patch panel, DSX panel for category 5 twisted pair, co-axial, single and multi-mode fiber, or (b) other appropriate interconnection equipment. Customer may only connect Customer Equipment to the POD within the Licensed Space to complete the connection to the Cross Connect. Customer may request installation of an additional POD subject to Equinix approval.

5.3. Customer Cabling. Customer Cabling means the physical interconnection between Customer Equipment wholly within the Licensed Space, including patch cables, and connection to the POD. Customer is responsible for the installation, maintenance and repair of Customer Cabling.

5.4. Customer must:

5.4.1. Ensure cables and power cords only run from Customer Equipment out of the back of the cabinet or rack. If this is not possible, Customer will ensure that appropriate air management products are installed to make the most effective use of the supplied cooling system.

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5.4.2. Not access Equinix cable trays or Equinix cabling infrastructure to install Customer Cabling; except Customer may install or deinstall Customer Cabling in those instances where Customer has had Equinix install a dedicated cable tray or fiber duct over two or more of its cabinets expressly for this purpose, and if Customer requires access to the cabling infrastructure for such connection, Equinix will install it at Customer's expense, billed at Smart Hands rates.

5.4.3. Ensure all cables and wiring within the Licensed Space (excluding Cross Connects and POD, which are Equinix's responsibility) are neatly wrapped and tied together. If Customer fails to comply with this requirement within a reasonable time, Equinix will notify customer to correct the condition, and if Customer still fails to comply, Equinix may neatly wrap and tie such wires and cables at Customer's expense, billed at Smart Hands rates.

5.5. Labels. Customer may label Customer Cabling but may not affix or maintain labels to any Cross Connect or POD, including any ports on the POD. Equinix will affix and maintain those labels, which will contain information as determined by Equinix, including circuit identification and other information needed to identify each Equinix-provided port. If Customer requires labeling of Customer Cabling, Equinix can label according to Customer's instructions and at Customer's expense, billed at Smart Hands rates.

5.6. Interference. Equinix is not responsible for any electronic interference that may occur with respect to Customer's use of communications equipment.

6. Shipping Policies

6.1. Incoming Shipments. Equinix will reject or ship back to the "shipped from" address at Customer's risk and expense any shipment that does not comply with the following:

6.1.1. Shipments and boxes must be clearly labeled with Customer's name or identifier as required by the IBX. Customer may not list Equinix as a recipient of any shipment or identify Equinix as a recipient to any shipping carrier.

6.1.2. Shipment must pass Equinix's reasonable safety inspection. Shipments containing combustibles and any hazardous materials are prohibited and will be rejected. Shipments containing liquids are prohibited and will be rejected unless Customer receives prior written approval from Equinix.

6.1.3. Customer must give Equinix advance notice that a shipment is arriving in accordance with the shipping and receiving policies in effect at the IBX. Failure to provide advance notice may result in rejection of the shipment.

6.1.4. All shipments must be delivered to the IBX loading dock area. Equinix IBX personnel are not permitted to load shipments to or from a delivery vehicle. The carrier must move Customer shipments between their vehicle and the loading dock. In the case of pallet deliveries, suitable offloading equipment (such as a tail lift) may be required to facilitate the unloading process. To avoid shipment delays, Customer must communicate these requirements to its carrier.

6.1.5. Customer must promptly move shipments from shipping/ receiving area to Licensed Space and may request Equinix perform Smart Hands for assistance. If Customer fails to have shipments moved promptly, then Equinix may move the shipments to a temporary holding area at Customer's risk and expense. If Customer fails to remove (or cause to be removed) the shipment from the temporary holding area within five days of Equinix receiving the shipment, then Equinix may, at Customer's risk and expense: (a) ship the Equipment back to Customer; or (b) upon prior written notice to Customer, Equinix may consider the shipment to be abandoned under the laws of the jurisdiction where the IBX is located, and liquidate or otherwise dispose of such shipment and retain the proceeds.

6.2. Property Control Procedures. If Customer prefers to hand carry (hand trucks and carts not permitted) Customer Equipment either into or out of the front door of the IBX, Customer will be subject to property control procedures, which may include requirements to provide Equinix with descriptions and the serial numbers of items valued at more than US$1,000 (or equivalent local currency) as well as the name, contact number and signature of the person removing such items.

6.3. Smart Hands Assistance. Customer may request that Equinix:

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6.3.1. Move shipments into Customer's Licensed Space from shipping/receiving or vice versa;

6.3.2. Unpack or pack shipments. In doing this, Equinix may record serial numbers for Customer Equipment. Accordingly, when packing Customer Equipment for shipping, Customer may expect that Equinix personnel will need access to and record the serial numbers of Customer Equipment prior to the boxes being sealed and shipped. Equinix is not responsible or liable for any missing or damaged Customer Equipment, which may occur during the packaging, shipping, unpacking or receipt of such equipment.

6.4. Local Variations. Customer will comply with any local shipping and receiving policies in effect at the IBX.

6.5. Duties and Import/Export Charges. Customer is responsible for all duties, charges, fees, taxes and customs requirements associated with international shipments.

6.6. Heavy Shipments.

6.6.1. Measures must be taken to ensure the safety of all persons, prevent damage, and maintain the load-bearing integrity of the floors, aisleways, elevators and other means of conveyance.

6.6.2. Customer and their agents are responsible for ensuring their shipment is moved safely into and within the IBX along the prescribed path of travel from the shipping/receiving area to the Licensed Space or any other path taken within the building. Customer must use suitable weight distribution plates when the shipment is moved into and within the IBX. Customer must consult Equinix for site-specific guidance on floor loading limits.

6.6.3. When floor protection and/or weight distribution plates are required, it is Customer's responsibility to provide them.

6.6.3.1. If floor protection/weight distribution plates are not provided, Customer has the option to unrack their Customer Equipment and move it piece by piece to their Licensed Space.

6.6.4. Movement of shipments (including racks, cabinets, equipment, personnel, etc.) within the building require floor protection and/or weight distribution plates under the following conditions, but not limited to:

6.6.4.1. Raised Access Floor: Shipments exceeding 1,200 lbs. [540 kg] or the rated rolling load of the raised access floor tiles;

6.6.4.2. Concrete floor: Shipments exceeding 3,000 lbs. (1,360 kg);

6.6.4.3. All IBX locations regardless of weight: Any transition from one floor material to another material, or across metal thresholds;

6.6.4.4. In accordance with guidance provided by the local IBX staff or approved risk assessments/method statements; and

6.6.4.5. Conformance to site specific guidelines at a particular IBX, with reduced tolerance to weight as deemed necessary.

6.6.5. Use of elevators is prohibited for loads beyond their maximum load rating.

6.6.6. Customer may be held responsible for any damages incurred resulting from non-adherence to this policy.

7. **Notifications** Customer will designate one or more persons whom Equinix may contact at any time in the event of an emergency or otherwise as needed by Equinix. Customer will provide to Equinix a means of contacting such persons at any and all times. Equinix prefers, but does not require, that such contact method be the telephone number of a twenty-four (24) hour operations center staffed by persons familiar with Customer's use of its Licensed Space and Customer Equipment. Customer may contact Equinix Service Desk for questions or support.

8. **Use of Unordered Products** Customer may only use Licensed Space or Services that are specified in a valid Order (including Online or Phone Orders) executed by the Parties. If Customer or Equinix discovers Licensed Space or Services are being delivered without a valid Order ("**Unordered Service**"), the discovering party must inform the other party in writing, and the Unordered Service will be discontinued immediately unless the Parties promptly execute a valid Order. If Customer fails to discontinue use of the Service or execute and deliver to Equinix a valid Order within ten (10) days of the proposed Order being sent to Customer, then in addition to other remedies permitted by the Agreement, Equinix may also immediately suspend or terminate the use of the Unordered Service. For the avoidance of doubt, use of a power circuit beyond its limit and use of a Redundant Power Circuit Pair beyond the limit of one of the circuits in such Redundant Power Circuit Pair is considered use of an Unordered Services.

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APPENDIX C

Privacy Statement

[RESERVED]

APPENDIX D

Shared Responsibility Model

[RESERVED]

Appendix E
Third-Party Terms

[RESERVED]

Appendix F
Standards Documentation

[RESERVED]