

Equinix End User License Agreement (Federal)

This Equinix End User License Agreement ("EULA") is entered into on the date of the acceptance of the Order (defined below) to which this EULA is attached ("Order Form"), and is a binding contract between Equinix, LLC ("Equinix", "we", "our", or "us") and the entity identified on the Order Form ("Customer", "you", or "your"). This EULA governs your access to and use of the Services (as defined below) identified in the Order Form and located in the United States. Equinix and Customer may be referred to individually each as a "Party" and collectively as the "Parties."

1. DEFINITIONS

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

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

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 Licensed Space and Services (including third-party consultants, contractors or partners, and sublicensees with whom Customer has a contractual relationship) and whose use, processing or transfer is regulated by applicable law or regulation as 'personal data'.

Customer's 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 Cross Connects or Equinix's demarcation equipment.

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

Effective Date: For Licensed Space or a Service specified in an Order, the date designated in the Order as the Effective Date or if there is no date designated in the Order, then the date on which Equinix begins providing the Licensed Space or delivers the Service.

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.

Fees: The fees and charges under the EULA including the monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") for Licensed Space and Services charged by Equinix, exclusive of Taxes.

IBX Center: An International Business Exchange Center (also referred to as IBX) within which Customer receives Licensed Space and Services from Equinix.

IBX Policies: Equinix's procedures, rules, security practices, and policies applicable to the IBX Centers including Equinix's Global IBX Policies and Equinix's local IBX-specific policies included as Attachment 2 and hereby incorporated by reference.

Licensed Space: For space in an IBX Center in a common law jurisdiction, areas licensed by Customer, or, for space in an IBX Center in a civil law jurisdiction, areas made available to Customer with permission to access and

use. In either case, the space is licensed or made available pursuant to the EULA and identified in the Orders as to the amount of space. Equinix will determine at all times the exact location within the IBX Center where the Licensed Space will be located and Equinix will notify Customer accordingly.

Order: An order for Licensed Space or Services prepared by Equinix, or an amendment thereto, that is incorporated into the EULA by reference which describes the Licensed Space or Services. Equinix is under no obligation to accept an Order.

Policies: The IBX Policies and any applicable Product Policies.

Product Policies: The exhibits and policies specific to a Equinix Service which are included as Attachment 3 and hereby incorporated by reference.

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

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

Taxes: Sales, use, transfer, privilege, excise, consumption tax, Value Added Tax ("VAT") or Goods and Services Tax ("GST") as applicable, and other similar taxes and duties, whether foreign, national, state or local, however designated, levied or imposed (whether as a deduction, withholding or payment) now in force or enacted in the future, which apply to the Licensed Space provided or the Services performed by Equinix for Customer or to Customer for its operations and use of the Licensed Space or Services, but excluding taxes on Equinix's net income.

2. IBX CENTER ACCESS AND USE

a. Access and Use. Subject to the applicable terms and conditions of this EULA 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. 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's Equipment as contemplated by the EULA.

b. 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.

c. Authorized Persons. Customer will designate those Authorized Persons who are permitted to access the Licensed Space on Customer's behalf, as set forth in the Customer Portal. Customer will at all times maintain an accurate and current list of its Authorized Persons as set forth in the Customer Portal. Access to and use of the Customer Portal by Customer and Customer's Authorized 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 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 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's Equipment)].

d. No Lease. The EULA is not intended to and does not constitute a lease of any real or personal property or a grant of any other real property interest. Customer acknowledges and agrees that (i) for Licensed Space and Services provided in a common law jurisdiction, it is granted only a license to use the Licensed Space in accordance with the EULA; and (ii) for Licensed Space and Services provided in a civil law jurisdiction, the Licensed Space is made available and Customer is granted permission to access and use the Licensed Space in accordance with the EULA. The EULA is subject and subordinate to the leases for the IBX Centers and all superior instruments to such leases. Customer's 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.

3. 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 3 is subject to the provisions of 28 U.S.C. 516, nothing in this Section 3 will be construed in derogation of the 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 3.

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

b. Total Liability. IN NO EVENT WILL EQUINIX'S MAXIMUM LIABILITY FOR ANY CLAIMS RELATING TO THE LICENSED SPACE AND THE SERVICES OFFERED OR PROVIDED BY EQUINIX (I) FOR A NON-RECURRING CHARGE ONLY; OR (II) AS SMART HANDS SERVICES, 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 4.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 5.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 AGREEMENT); 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 4 DOES NOT IMPAIR THE CUSTOMER'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF THE EULA AS PERMITTED UNDER ANY APPLICABLE FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 U.S.C. 3729-3733).

5. ORDERING EQUINIX SERVICES AND LICENSED SPACE

a. Ordering. Customer may obtain Licensed Space and Services from Equinix as specified in one or more Orders subject to the terms and conditions of this EULA. Upon Equinix's acceptance of an Order, Equinix shall provide such ordered Licensed Space and Services to Customer in a professional and workmanlike manner in accordance with this EULA, including the Equinix Colocation Service Description and Service Level Agreement attached hereto as Attachment 1. For any Order for Services not covered by Attachment 1, additional Product Policies attached to the Order shall apply.

b. Policies. Equinix and Customer will comply with the Policies. Equinix may modify the Policies from time to time effective upon written notice and amendment of this EULA.

c. Fees and Invoicing. For the Licensed Space and Services provided by Equinix, Customer will pay to Equinix the Fees and other charges specified in the applicable Order Form. Except as otherwise provided in the relevant Order Form, Equinix will issue invoices as specified in the applicable Order Form and Customer will pay

all amounts set forth on any such invoice no later than thirty (30) days after the date of such invoice. In the event Customer purchased Licensed Space and Services via a reseller, distributor or other billing intermediary (a "Billing Partner"), such Billing Partner will be responsible for paying the Fees in accordance with this EULA.

d. Payment. All Fees and other amounts stated or referred to in this EULA or an Order Form 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 and neither Customer nor Billing Partner will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to Equinix under an Order Form. If Customer (or Billing Partner on Customer's behalf) 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. Should Billing Partner fail to pay any amounts due to Equinix, Equinix may, in accordance with and to the extent permitted by applicable law, seek direct payment from Customer (which amount will not exceed the amount payable by Customer to the Billing Partner for the applicable Licensed Space and/or Service(s)), even if Customer has made payments to Billing Partner. Where Customer has paid amounts to Billing Partner that have not been remitted to Equinix in accordance with the payment terms of this EULA, Customer will be solely responsible for recovering any such amounts paid to Billing Partner by Customer. Additionally, 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.

6. INSURANCE

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

b. Additional Obligations. To the extent a Party is required to maintain insurance pursuant to Section 6.a above, such Party: (i) will, upon request, furnish the other Party with certificates of insurance that evidence the minimum levels of insurance set forth herein; (ii) waives its and its insurers' rights of subrogation on all insurance referenced above; (iii) will endeavor to provide prior written notice to the other Party of any non-renewal or cancellation of the policies referenced above if replacement coverage is not procured. Failure to maintain, or cause to be maintained, as required by Section 6.a does not limit nor change the responsibilities of the Parties. These insurance requirements do not serve to, and should not be construed to, limit the Parties' respective liabilities or obligations hereunder.

7. TERM, TERMINATION AND SUSPENSION

a. Term. The "Term" of this EULA commences on the date the first Order issued hereunder commences and, unless otherwise mutually agreed in writing, terminates on the date the last Order issued hereunder expires or is terminated. Each Order shall remain in effect for the term set forth in the Order, unless earlier terminated as allowed in this EULA, or the applicable Order.

b. Termination for Cause. Either Party may terminate an Order by giving written notice to the other Party that a material term or condition of this EULA 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. Either Party may terminate an 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. Customer may terminate an 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.** Without limiting Equinix's rights under Section 7.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 Licensed Space and the Services and temporarily deny access to and the removal of Customer's 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 a situation which causes a threat to safety (including any risk of fire or other hazard) and shall ensure that Customer's Equipment does not mechanically or electrically interfere with Equinix's operation or maintenance of the IBX Center or with any other customers' use thereof (each an "Interference"). Equinix will promptly contact Customer upon the discovery of an Interference, and Customer must, and hereby represents and warrants to Equinix that Customer will, promptly (not to exceed one (1) hour) either: (a) cease such Interference or provide a plan reasonably acceptable to Equinix to cease such Interference or (b) authorize Equinix to take action to cease such Interference (billed at Smart Hands rates). If Customer fails to promptly take one of the foregoing actions, then Equinix may take all reasonable steps to remedy the Interference, which may include the suspension of Services. Equinix will promptly reverse any suspension after it is reasonably satisfied that the Interference has been remedied and may charge a reinstatement fee. Notwithstanding anything to the contrary in the EULA, Equinix may terminate the EULA 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 7.e, Customer is solely responsible for all costs and expenses incurred by Equinix in remediating the Interference.

8. CUSTOMER'S EQUIPMENT

a. Customer's Equipment. Customer will remove all of Customer's Equipment from the IBX Center or direct Equinix as to the disposition of Customer's Equipment (at Customer's sole risk) on or before the expiry or termination of the applicable Order. Where expressly directed by Customer in writing, Equinix will take reasonable efforts to return Customer's Equipment to Customer or redirect Customer's Equipment at Customer's express direction, in each case, at Customer's sole risk. If Customer fails to remove Customer's Equipment or provide Equinix with reasonable written directions as to the disposition of Customer's Equipment as required by this Section within ten (10) days from the termination or expiration of the applicable Order (or within thirty (30) days if the Order is terminated due to Equinix's breach), such Customer's Equipment will be deemed abandoned by Customer. Immediately upon the earlier of (i) Customer acknowledging in writing its abandoning of Customer's Equipment and (ii) Customer's Equipment being deemed abandoned as contemplated in this Section 8.a, Equinix may remove and, at Equinix's sole discretion, liquidate or otherwise dispose of such Customer's Equipment. For clarity, Customer's failure to accept the return Customer's Equipment after reasonable attempts to contact Customer will deem such Customer's Equipment as abandoned under this Section 8.a. If Equinix disposes of Customer's Equipment, the net proceeds from such disposal will be handled in accordance with applicable law. Customer will be responsible for all costs all costs and expenses incurred by Equinix in removing, directing or redirecting, or disposing of Customer's Equipment.

b. Effect of Termination. Subject to Section 8.b., while Customer has no right to use the Licensed Space or Services after an Order expires or terminates, if Equinix, in its sole discretion, permits Customer to do so, Customer shall remain bound by the terms of the EULA, including, without limitation, ensuring all payment obligations, and such continued use may be terminated by Equinix immediately upon written notice.

9. 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; 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 this EULA 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 the EULA. 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 the EULA (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 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 9 of the EULA restricts Customer's employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a government contract.

10. COMPLIANCE

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

b. Business Contact Information. Customer acknowledges that Equinix and Equinix Affiliates will, by virtue of the performance of the EULA, 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 Licensed Space and Services in accordance with the EULA does not involve any access by Equinix, or use, processing, monitoring, or performance of any operation of, or on, any data loaded, stored, received, retrieved, transmitted through or otherwise processed by Customer as part of its use of the Licensed Space and Services ("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 Licensed Space and 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, the EULA; and (y) of their rights regarding the processing of their BCI in accordance with this clause, and where applicable.

c. Independent Standards. Equinix will, throughout the Term, use commercially reasonable efforts to conduct annual audits and certifications (collectively "Annual Audits") which Equinix deems appropriate, in its sole discretion for each of the IBX Center(s) within which Customer has Licensed Space. Annual Audits shall be performed by a qualified and licensed independent auditor selected by Equinix in its sole discretion. The current Annual Audits are set forth on: <https://www.equinix.com/services/data-centers-colocation/standards-compliance/>. Equinix will, upon Customer's written request and at no additional charge, provide Customer with a copy of the current Annual Audit attestation report or certificate, as the case may be, applicable to those IBX Center(s) within which Customer has Licensed Space. Such report shall be deemed Equinix's Confidential Information and provided for the sole use of Customer.

11. MISCELLANEOUS

a. Notice. Unless expressly stated in the Order, all notices required by the EULA 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 the EULA 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 the

EULA, consents or approvals required by the EULA and notices relating to changes to the 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 the EULA, 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 applicable Order, together with this EULA and its Attachments, constitute the entire agreement between the Parties with respect to such particular Order, 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 this EULA, but nothing in this Section shall limit or exclude a Party's liability for fraud or fraudulent misrepresentation. An Order may be executed in two or more counterparts (and the signature pages may be delivered with ink or electronic signature or by facsimile or e-mail), each will be deemed an original, but all together will constitute one and the same instrument. Except where otherwise expressly stated herein, all or a portion of the Order and the EULA may be amended only by the written agreement of authorized representatives of both Parties.

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

e. Survival. All provisions of the EULA 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 the EULA, shall survive the termination of the Order; provided, however Section 9 ("Confidentiality") of this EULA 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 other Equinix Affiliate, independent contractor or other third party, to perform any of Equinix's obligations hereunder, provided that Equinix remains primarily liable for the performance of its obligations. Equinix may transfer the Order or any of its rights and obligations hereunder with notice to Customer. Customer may not transfer the Order or any of its rights and obligations hereunder to any other entity without prior notice and consent from Equinix.

g. Force Majeure. Except for Customer's obligation to ensure Fees and any other applicable costs or expenses are paid in accordance with the EULA, neither Party will be responsible or in any way liable to the other Party, and neither Party will have any termination or other rights, arising out of or relating to a Force Majeure Event. A "**Force Majeure Event**" is a failure by the other Party to perform any of its obligations under the EULA if such failure is caused by an event or circumstance beyond its reasonable control, including, but not limited to, an act of God, war, labor strike, terrorist act, riot or civil unrest, fire, flood, earthquake, landslide, earth movement, hurricane, typhoon, tsunami, volcanic eruption or other natural disaster, health epidemic or any law, order, regulation or other action of any governing authority or agency.

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

i. Relationship. The Parties are independent contractors, and the EULA 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. COTS, Commercial Products and Commercial Services. Equinix's products and services, included those products and Services provided pursuant to this EULA, are "commercially available off-the-shelf items",

“commercial products” and/or “commercial services” as defined in FAR 2.101 and other relevant government procurement regulations including agency supplements. Such commercial products and commercial services are of a type customarily used by Equinix’s customers. If these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Customer will immediately discontinue its use of the Licensed Space and Services.

k. Third Parties. There are no third-party beneficiaries to the EULA.

l. No Waiver. No waiver of any breach of any provision of the EULA 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.

**ATTACHMENT 1 TO END USER LICENSE AGREEMENT EQUINIX
COLOCATION SERVICE DESCRIPTION AND SERVICE LEVEL
AGREEMENT**

This Exhibit sets forth the description of the Licensed Space, Cross Connects and related Services provided by Equinix pursuant to the EULA and the applicable service level agreement ("SLA"). Capitalized terms which are used but not defined in this Exhibit will have the meaning defined in the EULA.

1. **Service Description**– Customer's Licensed Space is located within the IBX Center listed on the Order and includes the following features:
 - a. **Security/Access Controls**. Equinix shall establish and maintain appropriate physical, technical and organizational safeguards and controls which, in Equinix's sole discretion, are designed to protect the security of the (i) IBX Center; (ii) the Licensed Space which contains Customer's Equipment; and (iii) the Services (collectively, "**Safeguards**"). Safeguards will include the following:
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. Security Systems – Equinix will use business systems designed to optimize security and such other security measures that Equinix deems appropriate.
 - vi. Security Breach Notifications - Equinix will contact Customer via phone or email of any actual or attempted unauthorized access of Customer's Licensed Space (i.e., private cage or cabinet) ("**Security Breach**") within twenty-four (24) hours of discovery, or as soon as is practical given the circumstances. In the provision of Licensed Space and Services, Equinix does not manage nor monitor Customer's Equipment and does not monitor any Cross Connects. Customer is solely responsible for monitoring Customer's Equipment and its network traffic.
 - b. **Electrical Power**. Equinix has designed electrical power delivery systems to provide an uninterrupted supply of electrical power through various primary and secondary supply mechanisms. For electrical power delivery to the Licensed Space, Customer may choose between the following configurations:
 - i. Non-Redundant Power – Electricity delivered via one (1) power circuit.
 - ii. Redundant Power – Electricity delivered via two (2) power circuits from two different power busses.
 - c. **Climate Control**. Equinix has designed climate control systems in the colocation area which are designed to provide a predictable and consistent environment as follows:
 - i. Temperature – Temperature is controlled to be between 15°C (59°F) and 32°C (89.6°F).
 - ii. Relative Humidity – Relative Humidity is controlled to be between 8% and 80%.
 - d. **Cross Connects**. Cross Connects permit Customer to connect Customer's Equipment to other Equinix customer equipment or Equinix interconnection exchanges located within an IBX Center or between IBX Centers on a single Equinix campus. Cross Connects are available in various media types.
 - e. **Smart Hands**. At Customer's request, Equinix will provide Smart Hands, which provide remote support of Customer's Equipment within an IBX Center. Smart Hands only consists of visual and physical support of hardware (i.e., no application support or access to Customer Data). Smart Hands examples include: assisting Customer with moving Customer's Equipment and uncrating from boxes; labeling equipment

and cable connections; inventorying Customer's Equipment; and installing cabling between or from Customer's Equipment to Customer's demarcation equipment. Smart Hands requests may be expedited at the request of Customer and as agreed by Equinix.

- f. **Maintenance.** Equinix maintains its IBX Center via a comprehensive, coordinated program of preventive maintenance. Maintenance activities are fully scripted, scheduled, reviewed, and approved by Equinix operations and engineering management prior to execution of the work. Equinix will inform customers of any maintenance via email or the Customer Portal. Equinix will use reasonable efforts to provide Customer with maintenance notifications in accordance⁸ with the following timeframes, but failure to do so will not entitle Customer to credits. Equinix will use commercially reasonable efforts to minimize disruption to the Services when performing maintenance.

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

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

3. **Service Level Agreement**

- a. **Electrical Power**

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

- b. **Climate Control**

Service Level Name	Temperature Service Level	Humidity Service Level
Availability	99.99%+	99.99%+
Service Level Threshold	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
Unavailability	Temperature is considered Unavailable when the temperature drops below 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 will be entitled to a credit equal to 1/30th of the Loaded Cabinet MRC. Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected cabinet(s) for every full hour of Unavailability beyond the applicable Service Level Threshold.	

c. **Cross Connects**

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

4. **General**

- a. **Credits**. The credits set forth in this Exhibit 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). In order to be eligible for a credit, Customer must report the Unavailability to Equinix within seven (7) days of the incident. In order to receive a credit from Equinix, 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.

For questions or support, please work with your authorized Equinix Sales Representative or the Equinix Service Desk in your region.