

## ~~COLOCATION – EQUINIX~~ COLOCATION RESALE DATA CENTERS

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### 1. GENERAL

- 1.1 **Service Definition.** Equinix LLC (Equinix) is a provider of certain colocation services. Verizon resells Equinix's Colocation Services (or the "Services"), which provides Customer with a physical space and a cabinet with power, or a private cage with power, in a secure environment to deploy Customer's computing, network, storage and IT infrastructure (Licensed Space). The specific space and power options for the Colocation Services selected by Customer will be specified on Customer's Service Order Form.
  - 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Service.
- 1.2 **Standard Service Features.** The following options are available to the Customer:
  - 1.2.1 **Secure Cabinet with kVA-Based Power.** The Secure Cabinet with kVA-Based Power product includes the following:
    - A closed, locking standard cabinet
    - A demarcation point, located inside the cabinet, for interconnection products
    - Two patch panels: one for twisted pairs and coaxial cable, one for fiber optics
    - Power density options and standard cabinet types, which will vary by data center and by country
    - Additional options available through the Customer Care Website
  - 1.2.2 **Private Cage with kVA-Based Power.** The Private Cage with kVA-Based Power product includes the following:
    - Private, secure area with standard height cage walls and one locking door
    - One demarcation point for interconnection products
    - Two patch panels. One for twisted pairs and coaxial cable, one for fiber optics
    - Ladder racking and 2"x2" fiber raceway up to the first cabinet position closest to the entrance (or up to 10 feet)
    - Power density options, demarcation types, and cabinet and rack types, which will vary by data center and by country



- Additional options available through the Customer Care Website

- 1.3 **Customer Responsibilities.** Customer will comply with the data center policies, which may be modified from time to time effective upon notice (which may be by e-mail only). The data center policies are set forth in the following URL: <http://www.equinix.com/resources/product-documents/ibx-policies/>
- 1.4 **Power Limitations.** Customer may not draw more power than the Qty/kVA or kW amount listed on the Order (Draw Cap). If Customer exceeds the Draw Cap, Verizon will notify Customer and Customer must reduce power draw to be equal to or less than the Draw Cap within 72 hours (or as otherwise agreed) or Verizon may, in its sole discretion, either charge Customer for the power overage at twice the then-current MRC/kVA rate for Licensed Space and power, or suspend Customer's power to return to Draw Cap compliance.

## 2. SUPPLEMENTAL TERMS

- 2.1 **Term.** The term of this Service Attachment will be the period identified on the Service Order Form, commencing on the Effective Date (Initial Term). Upon the expiration of the Initial Term, this Service Attachment will renew automatically on the same terms and conditions for successive one (1) year periods (Renewal Term, unless either Party notifies the other Party in writing of its intention not to renew 120 days prior to the expiration of the Initial Term or the applicable Renewal Term.
- 2.2 **Termination of Service Order or Order.** If Customer terminates a Service Order or Order for convenience, or if Verizon terminates a Service Order or Order due to Customer default, in each case before the expiration of the Initial Service Term, Customer agrees to pay Verizon an early termination charge which early termination charge the Customer hereby acknowledges to be reasonable and a genuine pre-estimate of Verizon's loss, equal to the remaining monthly fees for that Service Order or Order. A party may terminate any Service Order or Order, Order or the entire Service Attachment with cause if, after the applicable period set out for written notice and failure to cure under the Agreement, the other party is in material default of this Service Attachment.
- 2.3 **Termination by Verizon.** Verizon may terminate this Service Attachment and/or a Service Order with at least 30 days written notice to Customer in the event of the expiration or termination of Verizon's reseller agreement with Equinix, or any other circumstances that ceases Verizon's rights to resell the Services.
- 2.4 **Regulatory.** If any federal agency or state body of competent jurisdiction determines that any provision of this Service Attachment violates any applicable rules, policies, or regulations, both parties shall make reasonable efforts to immediately bring this Service Attachment into compliance and shall endeavor in those efforts to preserve for both parties the economic benefits as reflected in this Service Attachment to the maximum extent possible. Verizon reserves the right to disclose information relating to Customer's Service Order or Order if required to do so by law, regulation, local, state or federal governmental request, or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Licensor, its parent, or affiliates; (b) protect and defend Verizon's rights or property, or those of Verizon parent company, or affiliates; or (c) act under exigent circumstances to protect the personal safety of users of these services or members of the public.
- 2.5 **Compliance.** Each Party represents, warrants and covenants that it will comply with all applicable laws, regulations, licenses, and permits and will promptly comply with reasonable requests by the other to evidence compliance with licenses and permits, as applicable in connection with this Agreement. Additionally, each party represents, warrants and covenants that it: (i) is compliant with all applicable sanction or embargo laws and regulations from time to time, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control (OFAC) and any other



enabling legislation or executive order relating thereto (collectively, Sanction Laws); (ii) is not listed, or owned or controlled by an entity or person, on the U.S. Department of Treasury list of Specially Designated Nationals, or located in or organized under the laws of a country subject to U.S. or E.U. embargo; and (iii) in the case of the Customer, will not use the Licensed Space and Services, or allow them to be used, for any purposes prohibited by applicable Sanction Laws, including, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Notwithstanding any other provision in this Agreement, each party reserves the right to terminate this Agreement immediately upon written notice if that party reasonably determines that other party is not in compliance with this Section 5 or is causing the party to be exposed to violations under Sanction Laws.

2.6 **This is not a Lease.** This Service Attachment 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 Customer's Licensed Space and services provided in a common law jurisdiction, it is granted only a license to use the Licensed Space in accordance with this Service Attachment; and (ii) for Customer's 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 this Service Attachment. This Service Attachment is subject and subordinate to the leases for the data centers and all superior instruments to such leases. Customer's equipment will not be construed as fixtures or fittings. Verizon will retain title to all parts and materials used or provided by Verizon in providing Customer's Licensed Space and the performance of the services.

## 2.7 **Insurance**

2.7.1 Customer's equipment shall at all times be at the Customer's risk and Customer agrees to maintain, at Customer's expense and during the entire time the Service Order is in effect, insurance against all risks including without limitation, fire, theft and flood. Any Customer insurance policy covering the Customer's equipment against loss or physical damage will expressly provide that the policy's underwriters waive their rights of subrogation against Verizon, the Verizon facility's landlord/owner, and their respective directors, officers and employees (Providers) except for such loss or physical damage proximately caused by the sole negligence or willful misconduct of the Providers. In the event that the facility's landlord or where Verizon resells the Service, the supplier, require additional insurance pursuant to a lease relevant to a particular Customer's Licensed Space, or the landlord legally imposes additional other requirements under the lease, Customer hereby agrees to comply with the landlord requirements under the lease, as the lease may be modified from time to time. Certificate(s) evidencing the insurance coverage and other requirements of this paragraph will be submitted to Verizon upon execution of this Service Attachment. The certificate(s) will certify that no material alteration, modification or termination of such coverage will be effective without at least 30 calendar days advance written notice to Verizon.

2.7.2 Throughout the Term, Customer will maintain, and will require any of its subcontractors to maintain, the following insurance coverages with insurers having a minimum AM Best rating of A-VII or S&P rating of A:

2.7.2.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence and aggregate policy limit.

2.7.2.2 Automobile Liability Insurance, written on an ISO Business Auto Coverage Form, covering all owned, non-owned and hired vehicles, in an amount not less than \$2,000,000 single limit per accident.

2.7.2.3 Excess Liability Insurance, with respect to Commercial Liability Insurance, Automobile Liability



Insurance an Employer's Liability Insurance, with limits of at least \$10,000,000 for each occurrence and aggregate policy limit.

2.7.2.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-each employee and \$1,000,000 by disease-policy limit.

2.7.2.5 All-Risk Property Insurance in an amount not less than replacement cost of Customer's property being collocated in the data center.

## **2.8 Warranty and Limitation of Liability**

2.8.1 Verizon represents, warrants and covenants that it has and will maintain (and where Verizon resells the service, will cause its supplier to have and maintain) the right to provide the Licensed Space. Customer represents, warrants and covenants that it 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 this Service Attachment.

2.8.2 EXCEPT AS OTHERWISE SET FORTH IN THIS SERVICE ATTACHMENT AND IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE AGREEMENT, VERIZON DOES NOT MAKE AND HEREBY DISCLAIMS ALL WARRANTIES INCLUDING BUT NOT LIMITED TO EXPRESS, IMPLIED AND STATUTORY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S USE OF THE EQUIPMENT SPACE AND SERVICES IS SOLELY AT ITS OWN RISK.

2.8.3 Customer will not hold Verizon liable for any loss whatsoever resulting from another customer's unlawful activities or Customer's use of the services that does not conform to the terms of this Service Attachment.

2.9 **Confidentiality.** Customer agrees that the terms of this Service Attachment and the design of the data centers, the Licensed Space, the Verizon facility, the services provided herein, equipment used at the data centers, the configuration of cables, networks and services at the data centers is the proprietary and confidential information of Verizon and/or its licensors, and is subject to the confidentiality terms and obligations set forth in the Agreement.

## **3. SERVICE LEVEL AGREEMENT**

3.1 The service level agreement for the Colocation Service may be found at the following URL: [https://enterprise.verizon.com/service\\_guide/reg/cp\\_colocation\\_equinix\\_data\\_centers\\_sla.pdf](https://enterprise.verizon.com/service_guide/reg/cp_colocation_equinix_data_centers_sla.pdf)

## **4. FINANCIAL TERMS**

4.1 Customer will pay the charges for the Services specified in Service Order Form, as well as charges for any additional services requested by Customer through the Customer Care Website.

4.2 Verizon may suspend the provision of the Licensed Space and/or the Services, deny access to and remove Customer's Equipment from the data center, if Customer fails to cure any undisputed monetary breach of this Service Attachment within 15 days after notice of the same.

4.3 Verizon will increase the Monthly Recurring Charges (MRCs) associated with the Services by 3% once every 12 months from the date of Service activation to reflect increases in Verizon's direct costs, except



where a change in Verizon's direct electrical supply costs exceeds the 3% then Verizon may change the Fees for power Services by such increased cost.

5. **DEFINITIONS.** The following definitions apply to Colocation Services, in addition to those identified in the Master Terms of your Agreement.

<b>Term</b>	<b>Definition</b>
<b>Cross Connect</b>	A physical or wireless interconnection within a data center that (i) exits Customer's cage or (ii) connects Customer to another data center customer.
<b>Customer Care Website</b>	Verizon's customer care website accessible via the Internet at a location designated by Verizon (which location Verizon may change from time to time at its discretion), wherein customers may receive assistance for their Services.
<b>Customer's Equipment</b>	All network, computer and other equipment 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 POD Equipment.
<b>Effective Date</b>	The date that the Licensed Space is provided or the Services are delivered, whichever occurs first.
<b>Verizon</b>	The Verizon Signatory or the identified provider as the context requires (including any permitted assigns) and will where the context requires, include Verizon Affiliates and subcontractors, including Equinix.