

## COLOCATION ~~SERVICE~~

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### 1. GENERAL

~~4.1~~ **Service Definition.** Colocation ~~Service~~ provides a secure, dedicated environment where customers can colocate their Space for Customer's servers and other computing hardware (Colocated Equipment- Colocation Service customers have access to high-speed), along with power, network connectivity, cooling and dedicated related infrastructure with the flexibility to administer and access their own Equipment at any time. ~~Colocation Service offers.~~ Verizon offers Colocation in two versions:

- ~~Standard~~
- 1.1 Data Center and Advanced Data Center.

1.1.1 ~~4.2~~ **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized ~~Data Center Colocation Services~~ Service (sometimes denoted with a "+") and non-~~optimized Data Center Colocation Services~~ Optimized Service.

### 1.3 ~~Standard Interconnection.~~ With Colocation ~~Service Features~~

1.3.1 ~~Alternate Carriers.~~ ~~Except as specified below, Customer may arrange on its own (via separate contract) to bring in additional non-Verizon circuits from a third party carrier, subject to the following conditions:~~

- ~~• The alternate carrier must have an approved existing presence inside the Verizon Data Center.~~
  - ~~• Customer must purchase a Verizon-provided cross connection to the alternate carrier's existing presence in Verizon's Data Center.~~
  - ~~• Customer must purchase at least an equal amount of Colocation Service related connectivity from Verizon. For example, if Customer wishes to bring in a T-3 circuit from another provider, Customer must purchase a T-3 or greater circuit from Verizon. Should Verizon determine Customer is purchasing more bandwidth from the alternate carrier, Customer will promptly purchase additional bandwidth from Verizon. Verizon's Data Centers are not carrier-neutral facilities. Verizon allows alternate carrier access to its Colocation Service customers for redundancy purposes only.~~
  - ~~• Customer will not be allowed to purchase alternate carrier access if such access requires the alternate carrier to pull fiber to Customer's cabinet directly.~~
  - ~~• Verizon does not take responsibility for alternate carrier circuits, nor does Verizon make any promises or warranties whatsoever regarding their performance.~~
  - ~~• Verizon does not monitor or maintain alternate carrier capacity in Verizon Data Centers. If Customer is utilizing an alternate carrier in a Verizon Data Center and such alternate carrier infrastructure requires augmentation, Customer acknowledges that the alternate carrier is responsible for notifying Verizon a minimum of 120 business days prior to the desired augment availability.~~
- 1.2 ~~Customer may~~ not directly interconnect with any third parties without prior written consent ~~off~~from Verizon. Verizon reserves the right to require that any permitted interconnection with a third party be set forth in a separate contract.

1.2.1 ~~1.3.2~~ ~~Cross-Connect Cables. Conditions When Approved.~~ If Verizon allows Customer to bring into a Data Center additional non-Verizon circuits from a third party carrier, then the following conditions apply: (a) the alternate carrier must have an approved existing presence inside the Data Center, (b) Customer must purchase a Verizon-provided cross-connection to the alternate carrier's existing presence inside the Data Center, (c) the alternate carrier will not be allowed to pull fiber to Customer's cabinet directly, and (d) Customer must use the cross-connection to the alternate carrier for redundancy purposes only. For any approved use of non-Verizon circuits from an alternate carrier, Customer must purchase at least an equal amount of bandwidth connectivity from Verizon. Should Verizon determine Customer is purchasing more bandwidth connectivity from an alternate carrier, Customer will promptly purchase additional bandwidth from Verizon.

1.2.2 ~~Alternate Carrier Responsibilities.~~ Verizon does not take responsibility for any alternate carrier circuits. Verizon has no obligation to monitor or maintain alternate carrier capacity in any Data Center. Data Centers are not carrier-neutral facilities (unless available and purchased as described below). If Customer is utilizing an alternate carrier in a Data Center and such alternate carrier infrastructure requires augmentation, then Customer acknowledges that the alternate carrier is responsible for notifying Verizon a minimum of 45 Business Days prior to the desired augment availability.

1.2.3 ~~Cross-Connects.~~ Cross-connects are required for Verizon-provided U.S. Private Line Service, Private IP Service ~~or~~and alternate carrier circuits.

1.3 ~~Installation.~~ Colocated Equipment may be installed by an authorized Customer representative or by Verizon. In connection with any installation, Customer may request that Verizon temporarily store Colocated Equipment. All requests relating to installation shall be initiated by Customer through the VEC online portal or as otherwise directed by Verizon.

**1.3.1 Receipt and Storage by Verizon.** In order to allow Customer to send Colocated Equipment ahead of installation, Verizon will help coordinate the delivery. All shipments by Customer to any Data Center must be scheduled at least five Business Days in advance and must receive a written confirmation from Verizon. Any shipment that Verizon has not agreed to store may be rejected (and may be returned at Customer's cost). Customer is aware that any temporary storage is subject to availability and that the volume that Verizon can store may vary. Notwithstanding anything to the contrary, Customer will remain responsible for any risk of damage or loss to any shipped, delivered or rejected Colocated Equipment, unless such damage or loss is caused by the negligence or willful misconduct of Verizon. When properly scheduled by Customer, Verizon will store Colocated Equipment temporarily in the Data Center subject to the following:

- Unless otherwise agreed to by Verizon, Verizon will only store a maximum of two boxes at any one time (each of maximum size of 2m<sup>3</sup>) and only for a maximum of five Business Days.
- If Customer fails to remove the temporarily stored Colocated Equipment within five Business Days, then Verizon will at its discretion ship such Colocated Equipment back to Customer or to a third party (at Customer's cost).
- Verizon is under no obligation to inspect the content of any deliveries but reserves the right to do so in case of reasonable suspicion that the deliveries may pose any risk or be in breach of the Agreement.
- Customer is solely responsible for accepting delivery of Colocated Equipment delivered to a Data Center on behalf of Customer. At Customer's request, Verizon may, in its sole discretion, accept delivery of Colocated Equipment at a Data Center on Customer's behalf.

**1.3.2 Installation by Verizon.** At the direction of Customer in a written statement of work (SOW), Verizon will install the SOW-identified Colocated Equipment in the Space. Such installation includes unpacking, mounting and cabling for power and data connectivity. Any equipment that requires more than one person for installation will require Customer personnel to be present to assist with the installation. Verizon will not be responsible for any failure to install equipment that does not fit into the Space. Verizon will only install fully assembled and tested equipment. Verizon will not be responsible for the performance of any Colocated Equipment. Under floor cabling can only be completed outside Business Hours. If Customer is providing its own cabinets or relay racks in connection with an installation by Verizon, then such cabinets or racks must be delivered to the Data Center at least five Business Days prior to the scheduled installation date.

**1.3.3 Installation by Customer.** -Customer may install Colocated Equipment in the Space, provided that Customer (i) schedule the installation time in advance with the manager of the applicable Data Center and (ii) provide a reasonably detailed summary of the scope of the installation (including an identification of the equipment that is expected to be installed). Customer is liable for any party performing installation on Customer's behalf.

## **2. AVAILABLE VERSIONS.**

**2.11.3.3 Customer Provided Standard Data Center.** With this version, Verizon provides Colocation with the following:

- On-site Fuel Capacity with a Minimum One Day Reserved
- CCTV:
- Fire Detection
- Fire Suppression
- HVAC/Chillers
- Manned Security (depends on site)

**2.2 Advanced Data Center.** For the first three or fewer cabinets, Customer must subscribe to a minimum of one Mbps of either: (1) Verizon's data services (e.g., IP services (Fast Ethernet Services), Frame Relay Service, ATM service, Domestic Private Line Services, or Private IP Service); or (2) Verizon's voice services (i.e., access to Verizon's voice network). Customer must subscribe to one additional Mbps of such data or voice service for each additional cabinet above the initial three purchased by

Customer. With this version, Verizon provides Colocation with all the features available at a Standard Data Center, plus the following:

- On-site Fuel Capacity with a Minimum Two Days Reserved
- On-site Work Area (depends on site)
- Redundancy & Resiliency (N+1) (depends on site)

2.3 **Optional Features.** Where available, Verizon offers the optional features listed below, which can be added to both versions, except as otherwise noted:

2.3.1 **Data Center Facilities and Certifications.**

- Carrier-Neutral
- 24x7 Access via Access Control List
- Customer Break Room
- Cross-Connect (upon request)
- SSAE Audit (depends on site for Standard Data Center)
- ISO 27001 Certification (Advanced Data Center only and depends on site)
- Customer Hot-Desking (Advanced Data Center only and depends on site)

~~Uninterruptible Power Supply. Uninterruptible power supply (UPS) Option. Site UPS and redundant power is are not available unless otherwise specified at a particular location. Customers may obtain a UPS as an optional feature in accordance with the following:~~

~~1.3.3.1 Data Center. Verizon will assist Customer as part of the pre-sales process to select with identifying the appropriate rack-mountable UPS to meet, but Customer is solely responsible for (i) determining Customer's power backup requirements. Customer is solely responsible to procure and (ii) procuring the UPS that works with its Colocated Equipment and best suits its needs.~~

~~1.3.3.2 Customer may purchase a UPS on its own UPS or order a UPS through Verizon. If Customer purchases UPS through Verizon, then the UPS through Verizon. In using a UPS in the Facility, Customer acknowledges that UPSs are subject to failure, and that such failure may result in the load supported by the failed UPS being dropped from service. Customer further identified in the Order shall become Customer's property (and title will pass to Customer) upon placement of the UPS in Customer's Space. Customer acknowledges that any UPS is subject to failure. Verizon is not liable in any manner for any data loss suffered as a result of such any UPS failure. Customer is solely responsible for maintenance of the UPS and its associated batteries, whether ordered on its own or through Verizon.~~

~~1.3.3.3 If Customer orders a UPS through Verizon, the UPS shall become Customer's property and title will pass to Customer upon placement of the UPS in Customer's service area.~~

~~1.3.3.4 Upon cancellation or termination of the Agreement or Service, Customer shall be responsible for promptly removing its UPS and all Equipment from the Facility.~~

2.3.2 1.3.3.5 Customer is. Customer is also responsible for conveying UPS batteries that have reached their end-of-life to an appropriate recycling center. ~~(UPS batteries are not to be disposed of as standard commercial waste.)~~

~~1.4 **Optional Colocation Service Features.** The following are optional service features where available:~~

2.3.3 1.4.1 **Tape Rotation.** Tape rotation requires an annual subscription. Subject to availability and as directed by Customer, Verizon will perform any of the following on request: (a) identify, change and store backup media in the Space; (b) mount and collect tapes; (c) label tapes and maintain an inventory list of backup media; (d) support tape pickup and delivery (but Customer must coordinate

the courier service); and (e) carry out individual tape rotation. Customer must provide any necessary backup devices, clearly labelled media and a written set of procedures.

**Remote Hands Support (Formerly known as Hands and Eyes Support)**

2.3.4 1.4.1.1 Availability. Where on-site support at a Data Center (.) Remote Hands Support) is not available at all Data Centers.

2.3.4.1 Monthly Minimum. Where on-site support at a Data Center is available, Customer must subscribe for Remote Hands Support for a minimum of three hours monthly in order to request support. Usage will be calculated in 15-minute increments. Unused hours cannot be rolled over time expires monthly and cannot be rolled over into subsequent billing periods. Remote Hands Support is charged as a monthly recurring charge and additional non-recurring charges will be billed to Customer for any support hours exceeding the number of hours subscribed for in the applicable Order.

4.2.3.4.1.2 Customer Direction. Remote Hands Support will be provided, where available, as directed by Customer. Verizon does not guarantee the availability of Remote Hands Support. Verizon will use commercially reasonable effort to perform Remote Hands Support consistent with Customer's direction. In order to perform Remote Hands Support, Verizon may request instructions or Customer's support to ensure no damage is done to Customer's Equipment from Customer. Verizon has no liability, for any loss (including without limitation liability for any data loss) or damage (including to Colocated Equipment, resulting) that results from providing Remote Hands Support, or from its unavailability. Customer acknowledges that it is Customer's responsibility to assess the impact of any Remote Hands Support on any warranty or maintenance coverage associated with any specific Colocated Equipment. Verizon will not open the outer case of Colocated Equipment to facilitate any Remote Hands Support.

4.2.3.4.1.3 Triggering Support Activities Activity. Where available, any of the Remote Hands Support provides 24/7 hours that were subscribed for can be used 24x7 with the support by of Verizon engineers, (unless specifically otherwise stated for a servicespecific activity,) operating as "remote hands" under the responsibility of the Customer and according to consistent with the written or telephoned instructions from the Customer. Remote Hands Support consists of also includes the following services:

- Power Cycles cycling support where a Verizon engineer will turn Customer Colocated Equipment "Off and On" at the Customer's specific direction. This task could may also involve Verizon personnel entering "Basic" commands into server machines from a keyboard as part of the "Boot Up" or "Shut Down" sequence. It is preferred that Customer has a keyboard, monitor and mouse connected to the Customer Colocated Equipment (for non-IBM compatible Equipment Customer must provide all I/O devices).
- Basic Trouble Shooting:
  - Conduct which may include: (a) conducting a visual inspection of the Customer's cabinets Space and Customer Colocated Equipment.
  - Feedback; (b) providing information via phone or email on the any visual displays (such as LEDs, or computer screen or any such visual display units and output); (c) providing feedback on possible areas of weakness via phone or email.
  - Check; (d) checking and secure securing cable connections and swap; (e) swapping Customer supplied cables. Typical cables handled are (such as power and network cables.
  - Undertake) and (f) undertaking modular parts swapping of plug and play boards, where parts are accessible externally without having to open the Customer Colocated Equipment. All spare parts must be provided by the Customer. Customer acknowledges that it is Customer's responsibility to assess the impact of these tasks on any warranty or maintenance cover offered by the Equipment vendor. Verizon will not open the outer case of Customer Equipment to facilitate this activity.

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- ~~2.3.4.4~~ **Scheduled and Ad Hoc Activity.** Customer will endeavor to schedule in advance all requests for Remote Hands Support ~~shall be initiated by Customer raising a ticket via Customer Support the VEC online portal.~~ Remote Hands Support can be used to ~~respond to ad-hoc Customer support needs when triggered by a trouble ticket. Typical response time is around two to four hours. In addition, Remote Hands Support can be leveraged to perform scheduled activities. All scheduled activities, which~~ are performed on a ~~best effort~~ commercially reasonable efforts basis and require a minimum of three Business Days' notice. ~~In accordance herewith Verizon reserves the right to change the time or date for any~~ any scheduled activity in case of emergency.
- ~~Remote Hands Support is charged as a monthly recurring charge ("Remote Hands Support Monthly Charge") and a non-recurring charge ("Remote Hands Support Hourly Charge") for additional support hours exceeding the number of hours included in the Remote Hands Support Monthly Charge.~~

~~Additionally, Remote Hands Support can be used to respond to ad hoc Customer support needs when triggered by a trouble ticket~~

~~2. AVAILABLE VERSIONS.~~ Two types of Colocation Service is available: Colocation Service at a Standard Data Center, and, where available, at an Advanced Data Center.

~~2.1 Colocation Service at an Advanced Data Center.~~ In order to subscribe to Colocation Service at an Advanced Data Center Customer must subscribe to either: (i) a minimum of one Mbps of Verizon's data services (e.g. IP services (Fast Ethernet Services), Frame Relay Service, ATM service, Domestic Private Line Services, or Private IP Service), or (ii) Voice Services (i.e., access to Verizon's voice network), associated with Colocation Service at an Advanced Data Center for the first three or fewer cabinets. Customer must subscribe to one additional Mbps of such Verizon services for each additional cabinet above the initial three purchased by Customer. typical response times of under four hours.

~~2.2.3.4.5 Additional Situations that Incur Charges.~~ - Remote Hands Support hours may also be used for activity performed in connection with cleaning a vacated Space. There are no complimentary hours for free Remote Hands Support included. All Remote Hands Support hours will be assessed as Charges to Customer, and may exceed the minimum hours subscribed by Customer.

~~2.4 Customer Responsibilities~~

~~2.4.1 Advance Notice and Emergency Contacts.~~ If Customer desires any assistance in the Data Center Attributes, then Customer shall provide commercially reasonable notification to Verizon prior to arriving at the Data Center by calling Verizon's customer service center at the number listed on Customer's invoice or other contact number as may be designated by Verizon. Customer will provide emergency contact names and telephone numbers.

<del>2.4.2 Maintenance of Colocated Equipment.</del>	<del>Standard Facility</del>	<del>Advanced Facility</del>
<del>Customer will maintain and operate the Colocated Equipment in a safe manner, and keep it in good order and condition. Colocated Equipment must be designed to operate within the temperature ranges identified in the ASHRAE TC9.9 standard. Customer is responsible for ensuring that all Colocated Equipment fits within the Space. Customer will ensure</del>		

<u>that power consumption does not exceed the approved limits and that all Colocated Equipment is UL approved. Cabling used by Customer must meet national electrical and fire standards and any specifications provided by Verizon.</u>		
<b>Basic Facility Offering</b>		
Services	Colocations and Networks	Colocations and Networks
On-site Fuel Capacity	Minimum one day reserved	Minimum 2 days reserved
On-site work area	N/A	Yes
Manned Security	Depends on site	Depends on site
CCTV	Yes	Yes
Fire Detection	Yes	Yes
Fire Suppression	Yes	Yes
HVAC/Chillers	Yes	Yes
Redundancy & Resiliency (N+1)	No	Depends on site
Remote Hands Support (24 x 7)	Depends on site	Yes
<b>Optional Add-On Features</b>		
Carrier Neutral	Verizon plus On-Site Carriers	Verizon plus On-Site Carriers
Access	24/7 via Access Control List	24/7 via Access Control List
Customer Break Room	Yes	Yes
Customer Hot-desking	No	Depends on site
Cross-Connect	Available upon request	Available upon request
SSAE Audit	Depends on site	Yes
ISO 27001 Certification	N/A	Depends on site

~~2.2.1 Installation Services. Installation Services consist of receipt and temporary storage of Customer Equipment and installation of Customer Equipment in the Cabinets.~~

~~2.2.2 Customer Equipment Receipt and Storage. In order to allow Customer to send Customer Equipment ahead of installation, Verizon will take delivery of Customer Equipment and store it temporarily in the Facility. Unless otherwise agreed to by Verizon, Verizon will only store a maximum of two boxes each of maximum size of 2m<sup>3</sup> at any one time and only for a maximum of seven days. Customer is aware that this service is subject to availability and that the volume that Verizon can store from time to time may vary. If Customer fails to remove the stored Customer Equipment within the seven days, Verizon will at its own discretion and at Customer's cost ship any remaining Customer Equipment back to the Customer or to a third party. Verizon is under no obligation to inspect the content of any deliveries but reserves the right to do so in case of reasonable suspicion that the deliveries may be in breach of this Agreement, including violating the rules on conduct in the Facility, or otherwise be detrimental to the Facility or the services. All shipments by Customer to the Facility must be notified in advance and a receipt schedule must be arranged with Verizon. Any shipment that has not been agreed with Verizon will be rejected.~~

~~2.2.3 Customer Equipment Installation. Verizon will at the direction and request of Customer install Customer Equipment in Customer's cabinet. Such installation includes unpacking, mounting and cabling for power and data. Any Customer Equipment that requires more than one person for installation will require Customer personnel to be present and to assist with the installation. Verizon will not be responsible for failure to install Customer Equipment that does not fit into the cabinet. Verizon will only install fully assembled and tested Customer Equipment and will not be responsible for the assembly or performance of the Customer Equipment. A written statement of work shall be provided by Customer for such work. Under floor cabling can only be completed outside business~~

hours. All requests for Installation Services shall be initiated by Customer raising a trouble ticket via Customer Support or by email.

~~2.2.4 **Tape Rotation Services.** Subject to availability and subscription, Verizon will perform Tape Rotation Services upon request, including:~~

- ~~• Identify, change and store backup media in the Customer Cabinet;~~
- ~~• Mount and collect tapes from autoloader or library, label tapes and maintain inventory list of backup media;~~
- ~~• Support tape pickup and delivery but Customer must organize courier and offsite storage center; and~~
- ~~• Carry out tape rotation on an individual request basis.~~

~~Customer must provide any necessary backup devices and other clearly labelled media and a written methods & procedures document.~~

~~Customer will maintain all documentation related to its Colocated Equipment. Customer is responsible for labeling all Colocated Equipment.~~

2.4.3 **Maintenance of Space.** Customer will maintain the Space in an orderly manner and will be responsible for the prompt removal of all trash, packing material, cartons, and other items or materials that Customer's employees or agents bring into or have delivered to the Data Center. —No modifications will be made to the Space or Data Center unless approved by Verizon. Verizon will provide five Business Days' advance written notice to Customer of its demand to remove any unapproved items from the Space (such as materials that could be considered a fire hazard). After such five-day period, Verizon may disconnect or remove unauthorized items (which may include Colocated Equipment) from the Space. Verizon may charge Customer for Remote Hands Support to remove trash or other unauthorized materials that Customer has not timely removed.

2.4.4 **Control over Content.** Customer has sole control and responsibility over the Content residing on Colocated Equipment. Verizon will not seek or be granted access to the Content on Colocated Equipment. —Customer will promptly and thoroughly respond to any notices that the Content on Colocated Equipment violates the Digital Millennium Copyright Act, 17 U.S.C. § 101 et. seq. or any other law, rule or regulation. Customer will immediately remove or render non-infringing, at Customer's expense, any Content on any Colocated Equipment alleged to infringe any patent, trademark, copyright, or other intellectual property right. Customer is fully responsible for any third-party software it uses in connection with Colocated Equipment.

2.4.5 **Control over Employees and Agents.** Customer is responsible for causing its employees and agents to observe these Service Terms. -Customer's employees and agents will comply with (i) all applicable laws, rules, regulations, and ordinances, (ii) all security procedures, requirements, and safety practices for each Data Center and (iii) and posted "house rules" in each Data Center. Customer will check with local Data Center management for specific restrictions regarding cell phone usage in each Data Center.

2.4.6 **Removal of Colocated Equipment.** Upon cancellation, termination or expiration of any Order for Colocation, Customer shall be responsible for (i) promptly removing its personal property, UPS and all Colocated Equipment from the applicable Data Center, (ii) surrendering the applicable Space to Verizon in the same condition as it was originally delivered to Customer, reasonable wear and tear excepted, and (iii) fully repairing any damage to the Data Center caused by Customer (including any damage resulting from Customer's removal of any Colocated Equipment from the Space). Any equipment or personal property not removed from the Space within 30 days following the date of cancellation, termination or expiration of the applicable Order will, at Verizon's option, conclusively be deemed to have been abandoned by Customer. Upon written notice to Customer and after the completion of such 30-day period, Verizon may apportion, sell, use, store, destroy, or otherwise dispose of any equipment or personal property left in the Data Center without liability to Customer or any other person or entity (in each case, at Customer's cost).



### 3. SUPPLEMENTAL TERMS.

3.1 **Disclaimer.** Verizon disclaims all liability for any Content on Colocated Equipment. Notwithstanding anything to the contrary, if Verizon determines that any Colocated Equipment poses an immediate risk to the Data Center, Verizon may immediately disconnect or remove such Colocated Equipment without prior notice to Customer and without liability to Verizon. Verizon disclaims any loss or damage that results from accepting Colocated Equipment for temporary storage or from Verizon taking any reasonable action to prevent any potential harm to a Data Center. Verizon disclaims all liability for any performance or use of any alternate carrier circuits (including any loss, damage or other adverse impact caused by an alternate carrier circuit).

3.2 **No Property Interest.** Verizon hereby grants to Customer a limited license to use and occupy the Space in the Data Center identified on the applicable Order for the sole purpose of installing, operating and maintaining Colocated Equipment. Customer has not been granted any real property interests in the Space or the Data Center. Payments by Customer under the Agreement do not create or vest in Customer (or in any other entity or person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in the Data Center or any part thereof. Colocated Equipment, whether or not physically affixed to the Data Center, will not be construed as fixtures. Customer (or the owner or lessor of the Colocated Equipment, if applicable) will report the Colocated Equipment as its personal property wherever required by applicable laws and will pay all taxes levied upon such Colocated Equipment. The Agreement is expressly made subject and subordinate to the terms and conditions of any underlying ground or facilities lease or other superior right by which Verizon or Verizon's affiliates have acquired its interest in the Data Center. Customer agrees to comply with any terms and conditions of such superior right. ~~3.1 **Service Modification.** Verizon reserves the right to modify the Colocation Service from time to time; provided Verizon will notify Customer of any such modifications. If such modification results in a material adverse effect on the functionality of the Colocation Service, Customer may terminate the particular Service Order to which the modified Colocation Service pertains without penalty within 30 days following implementation of the change; provided that Customer notifies Verizon of such material adverse effect in writing and Verizon fails to cure within 10 days following Verizon's receipt of Customer's notice.~~

#### 3.2 **Customer Content**

~~3.2.1 Customer, not Verizon, has sole and exclusive control over the Customer Content residing on the Equipment. The parties acknowledge and agree that in the provision of Colocation Service, Verizon is not provided, either directly or indirectly, and will not seek access to, the Customer Content. Verizon does not and will not exercise any control over the Customer Content.~~

~~3.2.2 Customer will promptly and thoroughly respond to any notices that the Customer Content violates the Digital Millennium Copyright Act, 17 U.S.C. § 101 et. seq. (the "DMCA") or any other law, rule or regulation.~~

~~3.3 **Term and Termination.** The Service Term commences on the date Verizon is prepared to provide the Space to Customer for installation of Equipment (Service Activation Date) and continues for 12 months (Commitment Period). Following the Commitment Period, Customer may renew the Service Term for a mutually agreed upon additional Service Term (additional Commitment Period), otherwise the Service Term will continue on a month to month basis unless either party provides notice to the other party of their intention not to renew.~~

~~3.3.1 **Termination Notice.** To terminate a Service, Customer must send advance notice subject to the terms of the Agreement by email to the Verizon Account Manager or Customer Care Manager.~~

~~3.3.2 **Early Termination Charges.** If Customer terminates the Service before the end of the Commitment Period for the Service for reasons other than Customer termination for Cause (as defined in the~~

~~Agreement), Customer will pay an amount equal to 75% of the MRCs for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Commitment Period, plus a pro-rata portion of any and all credits received by Customer, in addition to any amounts owed for Services already received.~~

### ~~3.4~~ 3.4 Permissible Use of Space

~~3.4.1 Customer will use the Space only for the purposes of installing, maintaining, and operating the Equipment. Access to the Facility is restricted to Customer's employees and agents 18 years of age or older.~~

~~3.3 Customer Access.~~ Customer will furnish to Verizon, and keep current, a written list identifying a maximum of 10 individuals (18 years of age or older) authorized to enter the Facility and access the Space. Customer will exercise reasonable efforts/endeavor to ensure that no listed individual authorized by Customer has been/is a convicted of a felony. Customer assumes responsibility for all acts and omissions of anyone authorized by Customer to enter the Facility. Customer's employees and agents will comply with all applicable laws, rules, regulations, and ordinances, and with all Verizon or Facility security procedures, rules, requirements, and safety practices (which include, but are not limited to, no smoking in the Facility), as amended from time to time.felon. Verizon reserves the right to revoke the Data Center entry privileges of any person at any time and for any reason. Customer must review and update the Access Control List regularly. Customer may create temporary access permissions through the VEC online portal and Customer remains responsible for (i) any acts or omissions of any person granted access on behalf of Customer and (ii) updating the permissions with a deadline.

~~3.4.2 Verizon and its designees may enter the space where Customer's Equipment is located at any time without prior notice for reasons related to security, safety and maintenance of the Facility infrastructure.~~

~~3.4.3 Verizon and its designees may observe the activities of Customer's employees and agents in the Facility and may inspect at any time the Equipment brought into or removed from the Facility, including the Space. Customer's employees and agents~~3.4 Prohibited Activity. Customer will use the Space only for the purposes of installing, maintaining, and operating approved Colocated Equipment. Customer shall use the common areas of the Data Center only for the purposes for which they are intended. Customer shall cause all its employees and agents to refrain from any prohibited activity listed below.

~~3.4.1 No Interference. Customer~~ will not use any products, tools, materials, or methods that, in Verizon's reasonable judgment, might harm, endanger, or interfere with the Data Center, the Verizon Network, the Colocation Service, Verizon's provision of services to any other Customer, the Facility Colocation, or the personnel or property of Verizon, its vendors or its other Customers/customers. Customer will ensure that noise or interference generated by Colocated Equipment will not exceed the threshold limits for EMI/RFI established by the FCC. Verizon may take any reasonable action to prevent such potential harm or interference.

~~3.4.4 Customer will not provide or make available to, sublicense or permit in any manner any third party to use all or a portion of the Space or the Facility, excluding Customer's employees and agents. Verizon may terminate this Agreement and/or any Service Order immediately upon notice to Customer if (a) Customer makes the Space available to any other person or entity, excluding Customer's employees and agents; or (b) if the Colocation Service is resold or used by another organization.~~

~~3.4.5 Customer will maintain the Space in an orderly manner and will be responsible for the prompt removal of all trash, packing material, cartons, and other items or materials that Customer's employees or agents bring into or deliver to the Facility. Verizon will charge Customer Remote Hands Support for any removal of trash, packing materials, cartons, and other items left in the Facility by Customer. No material improvements or modifications will be made to the Space or any portion of the Space or the~~

~~Facility unless approved by Verizon. Verizon will provide five days' advance written notice to Customer of its demand to remove any unapproved items from the Space, including materials that could be considered a fire hazard, and of its intent to disconnect or remove unauthorized items and/or Equipment from the Space. Notwithstanding the foregoing, if Verizon determines in its reasonable discretion that such unapproved items pose an immediate risk to the Facility or Verizon's other Customers, Verizon may immediately disconnect or remove such unauthorized Equipment from the Space without prior notice to Customer and without liability to Verizon.~~

~~3.4.6 Upon the expiration or termination of a Service Order under which Space is made available to Customer, Customer will surrender the applicable Space to Verizon and, within 30 days following the date of such expiration or termination, return the Space to Verizon in the same condition as it was originally delivered to Customer, reasonable wear and tear excepted. Customer will remove the Equipment from the Space and the Facility and will fully repair any damage to the Facility caused by Customer, including, without limitation, any damage resulting from Customer's removal of the Equipment from the Space. Any Equipment and/or personal property of Customer not removed within 30 days following the date of expiration or termination of the applicable Service Order will, at Verizon's option, conclusively be deemed to have been abandoned by Customer. Verizon may, upon written notice to Customer, apportion, sell, use, store, destroy, or otherwise dispose of the Equipment or Customer's personal property without liability to Customer or any other person or entity. Customer will pay all expenses and costs incurred in connection with Verizon's disposition of the Equipment and Customer's personal property, including, without limitation, the cost of restoring the Facility to its original condition and of removing the Equipment or Customer's personal property from the Facility.~~

~~3.5 **Minimum Data Service Level Capacities.** Customer shall employ DS-1, DS-3, or greater telecommunications service level capacities exclusively from Verizon in connection with the Equipment co-located at the Facility.~~

### ~~3.6 **Conduct in Facility**~~

~~3.6.1 Customer will maintain and operate the Equipment in a safe manner, and keep the Space and any portion of the Facility it accesses in good order and condition. Customer's Equipment must be designed to operate within the temperature ranges, as per the ASHRAE TC9.9" standard, Customer agrees to use the common areas of the Facility only for the purposes for which they are intended. Customer's employees and agents are prohibited from bringing any harmful or dangerous materials (as determined by Verizon in its sole discretion) into the Facility.~~  
~~3.4.2 **No Alterations.** Customer will not alter, tamper with, adjust, or repair any property not belonging to Customer. Customer further agrees not to erect signs or devices on the exterior of the Space or to make any physical changes or material alterations to the Space or any portion of the Data Center.~~

~~3.4.3 **No Harm.** Customer will not bring any harmful or dangerous materials into a Data Center (as determined by Verizon). Such materials include, but are not limited to, wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, and weapons. Use of cameras and video or voice recording devices is limited to the interior of Customer's Space. Customer agrees that its employees and agents will not harm or attempt to breach the security of the Facility, the Colocation Service, or any third party system or network connected to the Facility or accessed by means of the Colocation ServiceData Center or any systems connected to the Data Center. Customer will not knowingly allow the introduction of any malware, virus or damaging code to the Data Center or take any action that facilitates or contributes to a security breach in the Data Center.~~

~~3.6.2 Customer agrees not to alter, tamper with, adjust, or repair any Equipment or property not belonging to Customer. Customer further agrees not to erect signs or devices on the exterior of the storage cabinet or to make any physical changes or material alterations to the Space or any portion of the Facility.~~

~~3.6.3 If Customer desires any assistance in the Facility, Customer shall provide commercially reasonable notification to Verizon prior to arriving the Facility by calling Verizon's customer service center at the number listed on Customer's invoice or other contact number as may be designated by Verizon.~~

~~3.6.4 **Permanent.4 No Rule Breaking.** Customer will not break any of the rules or prohibitions identified by a Verizon representative relating to any Data Center. For the avoidance of doubt, the following are prohibited at each Data Center: (a) permanent use of extension cords at the Facility is prohibited.~~

~~3.6.5 Use; (b) use of power is limited to the specific bay the power order was that exceeds the originally provisioned to. Customer may not extend level, (c) extending power to between adjacent footprints.~~

~~3.6.6 Broadcast, (d) use of broadcast devices, inside the Data Center (including but not limited to, 802.11x; RFID; and cell phone data cards, are prohibited from use in the Facility.~~

~~3.6.7 Customer's-; (e) use of voice feature/features on cell phones is restricted to only those outside of designated areas so designated by absence of local restriction, (f) photography or unauthorized recording, (g) food or drink, (h) unapproved signage. Customer will check with local Facility management for specific restrictions regarding cell phone usage in the Facility. and (i) vaping and smoking.~~

~~3.6.8 Customer will ensure that noise or interference generated by Customer's Equipment will not exceed the threshold limits for EMI/RFI established by the FCC.~~

### ~~3.7 **Equipment**~~

~~3.7.1 **3.4.5 —No Sublicensing.** Customer will not provide, make available, sublicense or permit any use of the Space or Data Center by any third party (excluding Customer's employees and agents). Verizon may terminate any Order immediately for Cause upon notice to Customer if (a) Customer makes the Space available to any other person or entity other than Customer's employees and agents or (b) if Colocation is resold or used by another organization.~~

### ~~3.5 **Additional Verizon Rights.** Verizon may exercise any of the rights below in its discretion.~~

~~3.5.1 **Entry and Observation.** Verizon and its designees may enter the Space at any time without prior notice for reasons related to security, safety and maintenance of the Data Center. Verizon and its designees may observe the activities of Customer's employees and agents in the Data Center and may inspect the Colocated Equipment brought into the Data Center.~~

~~3.5.2 **Relocating Equipment.** Verizon reserves the right to relocate Colocated Equipment within a Data Center or to another Data Center with at least 90 days' written notice (with no such notice period required for a move resulting from a Force Majeure Event). Colocated Equipment moved or relocated at Verizon's initiative will be at Verizon's expense. Verizon will use commercially reasonable efforts to minimize downtime and service interruption in the event Colocated Equipment is moved.~~

~~3.5.3 **Equipment Lien.** All Colocated Equipment situated in the Facility/Data Center is charged with a lien, charge, mortgage or encumbrance in favor of Verizon to the extent of any unpaid charges/Charges plus interest thereon under the Agreement, which will constitute a security agreement with respect to such Colocated Equipment. Customer must promptly notify Verizon of any other lien(s) on or security interest(s) in the Colocated Equipment. Customer may remove from the Data Center only the Colocated Equipment in which Customer can evidence it has sufficient ownership or possessory interest, and only after it has become current on any unpaid Charges. Other than with respect to any lien on or security interest in the Colocated Equipment, ownership of the Customer Equipment will not at any time vest in Verizon or a Verizon Affiliate.~~



~~3.7.2 Customer may remove from the Facility only that Equipment in which Customer can evidence it has sufficient ownership or possessory interest.~~

~~3.7.3 All Equipment must fit within the Space. Unless otherwise provided in the Agreement or Service Attachment, Customer must not permit power consumption to exceed the power rating identified in the Agreement or Service Attachment and **6 Insurance Requirements**. Customer will ensure that all Equipment is UL approved. ~~Cabling used by Customer must meet national electrical and fire standards and any specifications provided by Verizon.~~~~

~~3.7.4 Verizon reserves the right to relocate the Equipment within the Facility or to move the Equipment to another Facility with at least 90 days' written notice; provided that any Equipment relocation or move resulting from a Force Majeure Event will be governed by Section 3.11, observe the requirements below. Equipment moved or relocated at Verizon's initiative will be at Verizon's expense. Verizon will use commercially reasonable efforts to minimize downtime and service interruption in the event Equipment is moved or relocated.~~

~~3.7.5 Customer will immediately remove or render non-infringing, at Customer's expense, any Equipment alleged to infringe any patent, trademark, copyright, or other intellectual property right.~~

~~3.7.6 Customer will promptly notify Verizon of any lien(s) on or security interest(s) in the Equipment.~~

~~3.7.7 If Verizon damages any Equipment, Verizon will repair or replace the damaged item or, at Verizon's option, will reimburse Customer for the reasonable cost of repair or replacement.~~

~~3.7.8 If Customer is providing its own Equipment cabinets or relay racks, such cabinets or racks must be delivered to the Facility at least ten (10) business days prior to the scheduled installation date. Verizon will commence billing on the scheduled installation date regardless of whether Customer has provided its cabinets or relay racks.~~

~~3.7.9 Customer is solely responsible for accepting delivery of Equipment and any other facilities or materials delivered to a Facility on behalf of Customer. Customer may not ship Equipment or any other materials to a Facility unless Customer delivers to the Facility manager written information regarding such shipment, five days prior to delivery. Customer must move Equipment or any other materials from the shipping/loading area of the Facility within 10 business days from the date of delivery. If Customer fails to move Equipment or any other materials from the shipping/loading area of the Facility within such 10 business day during the entire Service Commitment period, Verizon reserves the right to charge Customer a daily storage fee. At Customer's request, Verizon may, in its sole discretion, accept delivery of Equipment at a Facility if Verizon has the means to do so. Notwithstanding the foregoing, Customer will remain responsible for risk of loss of the Equipment unless such loss is caused by the negligence or willful misconduct of Verizon.~~

~~3.7.10 Customer will maintain documentation and labeling of all Equipment in the Space. Customer will provide emergency contact names and telephone numbers and post this contact information on site.~~

### ~~3.6.1 Insurance Coverage.~~

~~3.8 **Third Party Software.** Customer is fully responsible for any third party software it uses in the Space. Customer shall indemnify, defend, and hold Verizon harmless from any action against Verizon to the extent that it is based on an allegation that such third party software has infringed an intellectual property right or trade secret, and pay those damages or costs related to the settlement of such action or finally awarded against Verizon in such action, including but not limited to attorneys' fees, provided that Verizon (i) promptly notifies Customer of any such action, and (ii) gives Customer full authority, information and assistance to defend such claim, at Customer's expense.~~

~~3.9 **Insurance.** Throughout the Term, Customer will maintain, and will require any of its subcontractors to maintain, the following insurance coverages:~~



- a) Commercial General/Public & Products 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 \$1,000,000 combined single limit for each occurrence and aggregate policy limit.
- b) Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 single limit per accident.
- c) Excess Liability Insurance, with respect to Commercial Liability Insurance, Automobile Liability Insurance an Employer's Liability Insurance, with limits of at least \$5,000,000 for each occurrence and aggregate policy limit.
- d) Worker's Compensation Insurance as required by applicable law and Employer's Liability Insurance with limits of not less than \$2,000,000 each accident, \$2,000,000 by disease-each employee and \$2,000,000 by disease-policy limit.
- e) All-Risk Property Insurance ~~in an amount covering~~ not less than the replacement cost of ~~clients~~Customer's property.

~~3.9.1~~ **3.6.2 Insurance Terms.** All insurance policies will be issued by carriers reasonably satisfactory to Verizon. MCI Communications Services, LLC- d/b/a Verizon Business will be named as an additional insured with respect to all coverages except ~~d)Worker's Compensation Insurance~~ and ~~e) above.All-Risk Property Insurance.~~ Customer's insurance will be primary and non-contributory to any other policies with respect to their operations. The Commercial General/Public & Products liability insurance will cover damage caused by heat, smoke or fumes from a hostile fire.

~~3.9.2~~ Verizon will not insure or be responsible for any loss or damage to property of any kind owned or leased by Customer or by its employees and agents other than losses or damages proximately resulting from Verizon's negligence or willful misconduct. Any Customer insurance policy covering the Colocated Equipment against loss or physical damage will expressly provide that the policy's underwriters waive their rights of subrogation against Verizon, the Facility'sData Center's landlord, and their respective directors, officers and employees (the "Providers"), except for such loss or physical damage proximately caused by the sole negligence or willful misconduct of the Providers. In the event Verizon or the Facility'sData Center's landlord requires additional insurance pursuant tofor a ~~lease relevant to a particular~~ Space, ~~or the landlord legally imposes additional other requirements under the lease,~~ Customer ~~hereby~~ agrees to comply with the landlord'ssuch requirements ~~under the lease, as the lease may be modified from time to time.~~

~~3.9.3~~ **Certificate(s)Insurance Certificates.** Certificates evidencing the insurance coverages and other requirements of ~~this Sectionthese Service Terms~~ will be submitted to Verizon upon execution of the Agreement. ~~The certificate(s) and upon request.~~ Such certificates will certify that no material alteration, modification or termination of such coverage will be effective without at least ~~thirty (30)~~ days advance written notice to Verizon.

~~3.10~~ **No Estate or Property Interest.** ~~Verizon hereby grants to Customer an exclusive, limited license to use and occupy the Space in the Facility identified on each Service Order for the sole purpose of installing, operating and maintaining the Equipment in accordance hereto. Customer acknowledges that it has not been granted any real property interests in the Space or the Facility. Payments by Customer under the Agreement do not create or vest in Customer (or in any other entity or person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in the Facility or any part thereof. The parties intend and agree that the Equipment, whether or not physically affixed to the Facility, are not fixtures and will not be construed as such. Customer (or the lessor of the Equipment, if applicable) will report the Equipment as its personal property wherever required by applicable laws and will pay all taxes levied upon such Equipment. The Agreement is expressly made subject and subordinate to the terms and conditions of any underlying ground or facilities lease or other superior right by which Verizon or Verizon's affiliates have acquired its interest in the Facility.~~**3.7 Liability for Damages**

~~3.7.1 **Damaged Equipment.** If Verizon damages any Colocated Equipment as a result of negligence or willful misconduct, Verizon will repair or replace the damaged item or, at Verizon's option, will reimburse Customer for the reasonable cost of repair or replacement.~~

~~3.7.2 **Damaged Space.** ~~Customer agrees to comply with any terms and conditions of such superior right. If the consent of the holder of such superior right is required for the parties to enter into the Agreement, then such Agreement will not become effective until such consent is obtained. If such Agreement is subsequently construed by the landlord or the sub-landlord of the Facility (if applicable) to be a violation of the lease or sublease under which Verizon occupies the Facility, Customer will either enter into an agreement approved by such landlord or sub-landlord, or remove the Equipment from the Facility in accordance with these Terms and Conditions. Verizon agrees to cooperate with Customer in obtaining the approvals Customer may need to obtain from the landlord or sub-landlord.~~~~

### ~~3.11 **Force Majeure**~~

~~3.11.1 Any delay in or failure of performance by Verizon or Customer regarding the Colocation Service is not considered to be a breach of the Agreement if and to the extent caused by a Force Majeure Event.~~

~~3.11.2 If the Space is damaged due to a Force Majeure Event, Verizon will give prompt notice to Customer of such damage to Customer, and may temporarily relocate the Equipment to new Space or a new Facility, if practicable. If the Facility's landlord or Verizon exercises an option to Colocated Equipment or may terminate a particular lease due to damage or destruction of the Space, or if Verizon decides not to rebuild the Space, the applicable Service Order will terminate the applicable Order as of the date of the Force Majeure Event. In the event of such a termination, or a temporary cessation of the Colocation Service caused by a Force Majeure Event, monthly recurring charges for Space and Colocation Service (MRC) will proportionately abate be reduced for the impacted period from the date of the Force Majeure Event, and, in the case of temporary cessation, re-commence upon the re-commencement of the Colocation Service. If neither the landlord of the Facility nor Verizon exercises the right to terminate, Verizon will repair the particular. If there is no termination, then Verizon will repair the impacted Space to substantially the same condition it was in prior to the damage, completing the same with reasonable speed. In the event that Verizon fails to complete the repair within a reasonable time period, Customer will have the option to terminate the applicable Service Order with respect to the affected impacted Space, which option will be the sole remedy available to Customer against Verizon under the applicable Agreement relating to such failure. If the Space or any portion thereof is rendered untenable by reason of such damage and the Equipment is not relocated to a new Space or a new Facility, the monthly recurring charges for Space and Colocation Service will proportionately abate for the period from the date of such damage to the date when such damage is repaired.~~

### ~~3.12-7.3 **Mutual Indemnity**~~

~~3.12.1 Customer and Verizon agree to defend, indemnify, and hold each other harmless from and against any third party claims, suits, damages and expenses asserted against or incurred by such party ("Indemnitee") arising out of or relating to bodily injury to or death of any person, or loss of or damage to real or tangible personal property or the environment, to the extent that such claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents or employees ("Indemnifying Party"). The Indemnifying Party shall pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred by the Indemnitee in enforcing the Agreement.~~

~~3.12.2 In addition to the above, 7.4 **Customer Indemnity.** Customer agrees to defend, at its own expense, and indemnify and hold harmless, Verizon and its subcontractors (collectively, the "Verizon Indemnitees") from and against any claims, suits, damages and expenses asserted against or incurred by any of the Verizon Indemnitees arising out of or relating to (i) Customer's acts, omissions,~~

~~negligence and/or breach of its warranties or obligations hereunder, including, but not limited to Customer's nonpayment for the Space or Colocation Service Agreement; (ii) Customer's connection of the Colocation Service to any third party service or network, including, without limitation, damages resulting from; (iii) Customer's facilitating or participating in the unauthorized use of, or access to, the Verizon's Network by Customer or a third party; (iii); (iv) any third party's alleged ownership or possessory interest, lien, trust, pledge, or security interest in the Equipment, including, without limitation, any attempt by such third party to take possession of the Equipment; (iv) Colocated Equipment; (v) the dismissal, suspension, or termination of employment/work of any Customer employee or agent; (v) the denial of any entry to the Facility a Data Center of any employee or agent of Customer; and (vi) or (vii) any alleged violation, misuse or misappropriation of the trademarks, copyrights, moral rights, trade secrets, or other proprietary rights or intellectual property rights of Verizon or of a third party (other than a claim based on an assertion by a third party that Verizon does not own Verizon service marks or trademarks).~~ Notwithstanding any provision to the contrary, Customer will pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred by Verizon Indemnitees ~~as set forth in this Section, including, without limitation, reasonable attorneys' fees and costs incurred in enforcing the applicable Agreement.~~

### 3.8- Geographic Restrictions.

3.8.1 Country Specific Terms. The applicable service description for Colocation and the Acceptable Use Policy are set out in separate documents provided to Customer and are incorporated into the Agreement by reference (available at <http://www.verizonbusiness.com/terms/>).

### 3.8

#### 3.13 Service in Canada:

~~The Service Level Agreement ("SLA") set forth at <https://verizon.com/business/terms/ca/> applies only to Service at the following eligible Colocation Service Facilities: TOR6, MTL5, VAN2 and CAL1 and does not apply to Customers that receive Services at any other Verizon Facility.~~

#### 3.14 Service in 2 —For Italy:

~~The parties expressly acknowledge that the clauses of this agreement~~ the Agreement have been carefully assessed and negotiated by the ~~parties~~ Parties, pursuant to articles 1341 and following of the Italian civil code. Customer ~~also~~ specifically approves the provision stating that the SLA (where applicable) contains the Customer's sole and exclusive remedies for any performance-based claim relating to the Service provision of Colocation, including any failure by Verizon to meet the specific obligations set out in the SLA.

~~The applicable Service Description for the Service indicated above (including optional features) and the Acceptable Use Policy ("AUP") are set out in separate documents provided to the Customer and, in the case of the AUP, may also be located at <http://www.verizon.com/business/terms/emea/> and are incorporated in this Agreement by reference.~~

3.8.3 For Turkey. This Service Attachment shall not apply to Colocation provided in Turkey.

## **4. SERVICE LEVEL AGREEMENT (SLA).**

~~4.1. The SLA~~ Applicable Service Level Agreement for Colocation ~~Service is set forth~~ can be found at the following URL: ~~www.verizon.com/business/service\_guide/reg/colocation-service-sla.pdf~~ [www.verizon.com/business/service\\_guide/reg/colocation-slas-toc.htm](http://www.verizon.com/business/service_guide/reg/colocation-slas-toc.htm).

~~4.2 Verizon reserves the right to amend the SLA from time to time effective upon posting of the revised SLA to the designated URL referred to above, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate the Agreement without penalty by providing Verizon written notice of termination during the 30 days following such amendment. The SLA sets forth Customer's sole remedies for any claim relating to any of the Services~~

~~or Verizon's Network, including any failure to meet any Service Level set forth in the SLA. Verizon's records and data shall be the basis for all SLA calculations and determinations, and any failure to obtain same due to Customer's acts, omissions or instructions shall invalidate this Section. Notwithstanding anything to the contrary, the maximum amount of credit for all failures in any calendar month under the SLA shall not exceed in the aggregate the monthly fee and/or set-up charge which absent the credit, would have been charged for the service that month. Customer is required to report a non-conformance of the SLA within five business days of the month of non-conformance with a request for credit or the ability to receive a credit for such non-conformance will be waived.~~

5. **FINANCIAL TERMS.** Customer will pay the ~~charges~~Charges for Colocation ~~Service~~ specified in the Agreement and at the following URL: ~~[https://verizon.com/business/service\\_guide/reg/cp-data-center-services-rates-charges.pdf](https://verizon.com/business/service_guide/reg/cp-data-center-services-rates-charges.pdf)~~[https://www.verizon.com/business/service\\_guide/reg/applicable\\_charges\\_toc.htm](https://www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm).

5.1 ~~—Additional Charges.~~ Verizon may charge Customer Remote Hands Support for removal of items left in the Data Center by Customer. Charges for Remote Hands Support are billed in 15 minute increments with a 60 minute per incident minimum.

5.2 ~~—Price Changes.~~ Verizon will start billing the Recurring Charges on the Activation Date and will increase the Recurring Charges for Colocation by the percentage set forth in the Order once every 12 months from the Activation Date. Separately, Charges related to power may vary on a monthly basis based on changes in the underlying power costs allocable to the Data Center housing Customer's Space.

5.3 ~~Termination.~~ During any Service Commitment, for any early termination of any features or options related to the Space or Colocation by Customer, Verizon may bill Customer for 100% of the Recurring Charges (other than power) which would have been due and payable if the remainder of the Service Commitment had been completed. At the end of any applicable Service Commitment, in countries where permissible, if Customer remains in the Space and fails to sign a renewal Order, then these terms will continue on a month-to-month basis and Verizon may increase the monthly charges by the percentage set forth in the Order.

6. **DEFINITIONS.** The following definitions apply to Colocation ~~Service~~, in addition to the definitions identified in the Agreement, and the administrative charge definitions at the following URL: ~~[www.verizon.com/business/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm)~~[https://www.verizon.com/business/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](https://www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm).

Term	Definition
<del>Customer Content</del>	<del>Content residing on the Equipment</del>
<del>Equipment</del>	<del>Customer server, Firewalls, data networking or voice equipment in a Facility Space</del>
<del>Facility</del> <u>Data Center</u>	<del>A location or Data Center</del> <u>Verizon Facility</u> in which Space is made available for <u>Colocated Equipment</u> .
Space	<del>Equipment storage</del> <u>Square footage</u> space in a Facility in that is assigned to Customer by <u>Verizon</u> , which <del>storage devices such as</del> <u>may include</u> racks, cabinets, and cages <del>reside,</del> that is made available to Customer.