

EQUINIX COLOCATION RESALE

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5. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Equinix LLC (Equinix) is a provider of ~~certain~~ colocation services, including interconnection, accessories and on-site technical support. Verizon resells ~~Equinix's these Equinix services~~ (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.** Unless otherwise agreed, Colocation Services are self-managed with limited support from Verizon. 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 in a shared cage
- 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: 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

1.2.3 Interconnection Services. Interconnection services allow Customer to interconnect virtually or physically to infrastructure, other customers, and other internet resources available at the applicable data center.

- **Equinix Fabric.** Equinix Fabric allows Customer to virtually connect with 1 Gbps, 10 Gbps and 100 Gbps ports. This includes a cross-connect cable from a Customer cage to an Equinix Fabric port. Virtual Connections are available at speeds of 10Mbps, 50Mbps, 200Mbps, 500Mbps, 1Gbps, 2Gbps, 5Gbps, 10Gbps, 25Gbps, and 50Gbps, although bandwidth may vary by location.
- **Equinix Cross Connects.** Equinix Cross Connects provide direct access to networks and enterprises, cloud service providers, and digital content providers inside Equinix International Business Exchange (IBX) data centers.
- **Equinix Connect.** Equinix Connect provides blended internet access with static and direct routing over 1G, 10G, and 100G single- or dual-port connection (depending on location). Equinix Connect is no longer available for sale, but is being supported for existing installations.
- **Metro Connect.** Metro Connect services offer actively managed point-to-point connectivity between Equinix data centers within a metropolitan area or between metropolitan areas in the same country. All Metro Connects vary by bandwidth (1G, 10G, 100G) and type (unprotected, protected or dual diverse) and include an end-to-end connection inclusive of a cross connect at a demarcation point within the applicable data center.
- **Equinix Fiber Connect.** Equinix Fiber Connect allows Customer to connect through leased dark fiber. Customer may interconnect with service providers and partners through an interconnection from Customer's cabinet to a cabinet in a different data center within the same metro.

1.2.4 Equinix Smart Hands. Equinix Smart Hands is an on-site operational support service for the management, installation, and troubleshooting of Customer's equipment within the Licensed Space.

1.3 Optional Features. Customer may order items such as power distribution units, cable trays, ladder racks, cabinets and structured cabling services, depending on availability.

1.3.1.4 Customer Responsibilities. Customer will comply with the Equinix data center policies set forth at www.equinix.com/resources/product-documents/ibx-policies along with any other Equinix product-specific policies applicable to offered products, which may be modified from time to time effective upon notice (which may be ~~by solely through~~ e-mail only). ~~The data center policies are set forth in the following URL: <http://www.equinix.com/resources/product-documents/ibx-policies/>.~~ Customer warrants and covenants that it will maintain throughout the Service Commitment the legal right and authority (including regulatory consents) to operate, configure, install, maintain and repair Customer's Equipment.

1.4.1.5 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 then~~ 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~~



~~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.~~

~~2.1 **Termination by Verizon-Disclaimer.** Verizon does not make and hereby disclaims all warranties including but not limited to express, implied and statutory warranties that the colocation 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 licensed space and colocation services is solely at its own risk. Customer will not hold Verizon liable for any loss whatsoever resulting from another customer's unlawful activities or Customer's use of the Colocation Services that does not conform to the terms of this Service Attachment.~~

~~2.32.2 **Cessation of Resale Rights.** 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 Colocation Services.~~

~~2.4 **Regulatory- Compliance.** If any federal agency or state body of competent jurisdiction determines that any provision ~~of~~in this Service Attachment violates any applicable rules, policies, or regulations, both ~~parties~~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~~their 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~~Equinix, 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 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~~

verizon 2.6.2.3 ~~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/or~~ Colocation 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~~ any portion of the Colocation Services immediately upon written notice if ~~that~~ such party reasonably determines that ~~the~~ other party is not in compliance with this Section ~~5~~ or is causing the party to be exposed to violations under Sanction Laws.

2.6.2.4 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~~ Customer 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~~ Equipment will not be construed as fixtures or fittings. Verizon ~~or Equinix~~ will retain title to all parts and materials used or provided ~~by Verizon in providing Customer's Licensed Space and in connection with~~ the performance of the ~~services~~ Colocation Services.

2.7—2.5 Insurance

2.7.1—Requirements. Customer's ~~equipment~~ 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~~ that Customer occupies the Licensed Space, insurance against all risks including without limitation, fire, theft and flood. Any Customer insurance policy covering ~~the~~ Customer's ~~equipment~~ Equipment against loss or physical damage will expressly provide that the policy's underwriters waive their rights of subrogation against Verizon, the ~~Verizon~~ Equinix 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, Equinix~~ require additional insurance ~~pursuant~~ related to ~~a lease relevant to a particular Customer's~~ the Licensed Space, ~~or the landlord legally imposes additional other requirements under the lease,~~ Customer hereby agrees to comply with ~~the landlord~~ all such requirements under the lease, as ~~the lease may be modified~~ notified 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~~ Service Commitment, 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



and provide 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.

~~2.6~~ **Geographic Restrictions (Brazil Only).** In addition to the other rights set forth in the Agreement, Charges related to Licensed Space in Brazil shall be subject to readjustment once every 12 months from the Activation Date, or under a lower periodicity if allowed by law, according to the variation in the IGPM-FGV index (or any index which replaces it), with any such change taking effect immediately.

~~3~~ SERVICE LEVEL AGREEMENT

~~3.13~~ . 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.

~~4~~ FINANCIAL TERMS

~~4.1~~ 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.

~~4.1~~ **General.** Customer will pay the Charges incurred for Colocation Services which will include any fees arising from (i) overages or power usage that exceeds the Draw Cap, (ii) requests submitted through a Customer Care Website, (iii) remote hands support requested or required (including as a result of a trouble ticket submitted by Customer), (iv) a disconnect or deinstall, (v) selections of redundancy and diversity and (vi) any substitution or change (such as the replacement of a Cross Connect). Customer will also pay the Charges specified in the Agreement and at the following URL:



4.2 **Suspension.** ~~Without liability,~~ Verizon may (i) suspend the provision of the Licensed Space and/or the Colocation Services, (ii) deny access to ~~the Licensed Space and~~ (iii) ~~disconnect~~ 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 **Price Increases.** Verizon will increase the Monthly Recurring Charges (MRCs) associated with the Colocation Services ~~by at least~~ 3% once every 12 months from ~~the date of Service activation~~ Activation Date to reflect increases in Verizon's direct costs, except

4.3 where a change in Verizon’s direct electrical supply costs exceeds ~~the 3%~~ then in which case Verizon may change the ~~Fees~~Charges for power ~~Services~~ by such increased cost. In any country where there is a material change in the published national price index, Verizon may adjust the Charges related to any Licensed Space in such country by a percentage that is proportional to such material change.

4.4 Minimum Commitment. Upon the expiration of the initial Service Commitment, this Service Attachment will renew automatically for successive one (1) year periods, unless either Party notifies the other Party in writing of its intention not to renew 120 days prior to the expiration of the then applicable Service Commitment. If Customer terminates any feature or component of Colocation Services for convenience, or if Verizon terminates any feature or component due to Customer default, Customer agrees to pay Verizon an early termination charge equal to 100% of the remaining MRCs for all such terminated items and Customer acknowledges that this is a reasonable pre-estimate of Verizon’s loss.

5. **DEFINITIONS.** The following definitions apply to Colocation Services, in addition to those identified in the Master Terms of ~~your Agreement~~the Agreement. Where the context requires for Colocation Services, the term “Verizon” will include Verizon subcontractors, such as Equinix.

Term	Definition
Cross Connect	A physical or, wireless <u>or virtual</u> interconnection within a data center that (i) exits Customer's cage or (ii) connects Customer to another data center customer.
Customer Care Website	Verizon's customer care <u>Any website related to Colocation Services accessible to Customer</u> 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. <u>include a portal operated by Equinix).</u>
Customer’s Equipment	All network, computer and other equipment provided, owned or controlled by Customer or Customer’s Authorized Persons <u>authorized persons</u> (including wiring and connections between such equipment and Customer’s demarcation equipment) excluding Cross Connects or POD Equipment.
Effective Date	The date that the Licensed Space is provided or the Services are delivered, whichever occurs first.
Verizon	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.