

NOTE REGARDING USE OF THIS DOCUMENT: These Global Terms and Conditions (including any Exhibits) ("GTCs") are intended to be incorporated into country-specific master country agreements ("MCAs"), and neither Licensed Space nor Services may be ordered in a country until the applicable MCA which incorporates these GTCs is fully executed.



Agreement Number: 00141170.0

ATTACHMENT TO MASTER COUNTRY AGREEMENT
GLOBAL TERMS AND CONDITIONS

1. ORDERING AND PROVISION OF LICENSED SPACE AND SERVICES

a. Customer may request Licensed Space and Services from Equinix by placing Order(s). Customer will use the Customer Portal to designate those Authorized Persons who are permitted to place Orders. Upon agreement of an Order, Equinix shall, from the Effective Date, provide such ordered Licensed Space and Services to Customer (i) in a professional and workmanlike manner in accordance with the Agreement, including the Equinix Colocation Service Description and Service Level Agreement attached hereto in Exhibit A; (ii) with reasonable skill and care consistent with Good Industry Practice and by using suitably and appropriately qualified and skilled personnel to perform Equinix's obligations hereunder; and (iii) by using systems and infrastructure consistent with Good Industry Practice and maintaining the same in good operating condition for normal use as contemplated by the manufacturers. For any Order for Services not covered by Exhibit A, additional Product Policies incorporated by reference into the Order shall apply.

b. Equinix and Customer will comply with the Policies. Equinix may modify the Policies from time to time effective upon at least thirty (30) days' prior written notice, provided that Equinix shall apply such modifications in a consistent and non-discriminatory manner across all similarly situated Equinix customers in the same IBX Center. If Equinix modifies a Policy in a way that materially adversely affects Customer's use of the Licensed Space or the Services, Customer may terminate the affected Licensed Space or Services, so long as Customer gives written notice of termination within sixty (60) days from the date of Equinix's notice. If Customer terminates the Agreement and requests a Transition Period, Customer will comply with the updated Policies after the first two (2) months of the Transition Period.

2. PAYMENT AND TAXES

a. Fees will be listed on Orders, except for Online Orders and Phone Orders which will be subject to Equinix's then-current list price unless otherwise mutually agreed. Fees will accrue from the Effective Date set forth in the Order and Customer will be liable for Fees for the full term specified in each Order. Unless otherwise mutually agreed, Equinix will invoice monthly in advance for all recurring Fees and in arrears for usage-based or non-recurring Fees. Customer will pay in full all invoices (excluding any Disputed Amount(s) subject to the provisions of clause 2.d.) from Equinix in the currency stipulated in the Order within thirty (30) days of the date of invoice. Interest shall be charged on past due amounts at [REDACTED]. Equinix may send non-payment reminders to Customer in relation to past due amounts via email.

b. Equinix will reasonably cooperate with Customer's requirement, if applicable, where a purchase order ("CPO") is required to process payment of an invoice. If a CPO is required, Customer will (i) before placing an Order, inform Equinix of its CPO requirements and provide an accurate and complete CPO; (ii) maintain sufficient funds in a CPO to pay the Fees for the term of the Order; and (iii) if necessary, issue new or modifying CPOs to replenish the balance of a CPO or to order additional Licensed Space and Services. Customer acknowledges and agrees that the Customer's CPO requirements will not serve as a basis for any delay in paying invoices when due nor will the terms of any CPO modify the terms of the Agreement or any Order.

c. Customer may, in good faith, dispute an invoice or any part thereof (a "Disputed Amount") by submitting a written notice of such dispute along with reasonable supporting documentation within ninety (90) days of the date of the initial invoice on which the Disputed Amount appears, failing which Customer waives all rights to dispute such Disputed Amount and to file any claim. The Parties will work together in good faith to resolve the Disputed Amount. [REDACTED]



d. [REDACTED]

e. In addition to the Fees, Customer shall be responsible to pay for (i) Taxes related to its activities and the ownership and operation of Customer's Equipment; and (ii) Taxes imposed, levied or assessed by any governmental or other authorities. If Customer is required to make any deduction, withholding or payment for Taxes in any jurisdiction on amounts payable to Equinix, such amounts will be increased such that after making such deduction, Equinix receives an amount equal to what it would have received if such deduction, withholding or payment had not been made.

3. IBX CENTER ACCESS AND USE

a. Subject to the terms and conditions of the Agreement, Customer will have access to the Licensed Space twenty-four (24) hours per day, every day of the year. The location of the Licensed Space in the applicable IBX Center can be identified in the relevant Order(s) through floor diagrams or unique space identification numbers. Customer will ensure that it and all Authorized Persons and Associated Entities that have access to an IBX Center will comply with the IBX Policies. Customer will maintain throughout the Term the legal right and authority (including regulatory consents) to operate, configure, install, maintain and repair Customer's Equipment as contemplated by the Agreement.

b. Customer may sublicense its Licensed Space to a Sublicensee provided that (i) the terms and conditions of such sublicense will be no less restrictive than the Agreement; (ii) Customer will not act or purport to act on behalf of Equinix or any landlord of Equinix; (iii) Customer will require the Sublicensee to abide by the Agreement and the applicable Policies; and (iv) Equinix shall not be deemed to have any obligations to any Sublicensee. No Sublicensee shall further sublicense any Licensed Space. Notwithstanding any sublicensing, Customer remains responsible to Equinix for the performance of all obligations under the Agreement including the payment of all amounts owed under the Agreement.

c. Customer will designate those Authorized Persons who are permitted to access the Licensed Space on Customer's behalf, as set forth in the Customer Portal. Customer will at all times maintain an accurate and current list of its Authorized Persons as set forth in the Customer Portal. Equinix acknowledges that Customer authorization is required for Customer or its authorized representatives (e.g., Authorized Persons, Accompanying Persons and Sublicensees) to access the Licensed Space. Authorized Equinix employees and/or subcontractors may also access the Licensed Space in order to (a) perform Smart Hands or provide other Services to Customer, (b) maintain Equinix operations, or (c) respond to an emergency or life safety issues. Customer will be notified *via* phone or email of any non-Customer initiated work or maintenance to be performed that requires access to its Licensed Space. Customer shall have reasonable advance email notice and the opportunity to observe any such work or maintenance; unless advance notice is not reasonably feasible because of an emergency or life safety issue, in which case, Customer will be notified as soon as reasonably possible thereafter. Should Customer require additional restrictions with regard to access, Equinix shall work with Customer in order to implement additional restrictions which control access to the Customer's Licensed Space as mutually agreed upon in writing by the Parties ("**Cage Access Restrictions**"). Customer acknowledges and agrees that such Cage Access Restrictions may impact Equinix's performance of fulfillment or support activities (e.g., it may take longer to commence performance of Smart Hands or trouble tickets; it may extend installation timeframes).

d. Customer will be responsible and liable for all acts or omissions of Customer's Authorized Persons, Associated Entities and for any equipment or services not provided by Equinix. Customer will indemnify, defend and hold harmless Equinix and its Affiliates, owners, officers, directors, employees, and agents of Equinix from and against any and all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses) for third-party claims arising from or related to (i) bodily injury (including death) or damage to real or tangible personal property caused by the gross negligence or willful misconduct of Customer or Customer's Authorized Persons or Associated Entities; and (ii) Customer's use or sublicense of the Licensed Space and Services provided under the Agreement in a manner that breaches this Agreement, including (without limitation) the Policies. Except if there is a meaning given by applicable legislation or case law, 'grossly negligent' or 'gross negligence' shall be interpreted as meaning any conduct undertaken with actual appreciation of the risks involved and serious disregard of or indifference to an obvious risk and shall not mean mere negligence. Except if there is a meaning given by applicable legislation or case law, 'willful misconduct' shall be interpreted as meaning any conduct undertaken with an intention to do harm.

e. The Agreement is not intended to and does not constitute a lease of any real or personal property or a grant of any other real property interest. Customer acknowledges and agrees that (i) for Licensed Space and Services provided in a common law jurisdiction, it is granted only a license to use the Licensed Space in accordance with the Agreement; and (ii) for Licensed Space and Services provided in a civil law jurisdiction, the Licensed Space is made available and Customer is granted permission to access and use the Licensed Space in accordance with the Agreement. The Agreement is subject and subordinate to the leases for the IBX Centers and all superior instruments to such leases. Notwithstanding the foregoing, Equinix confirms that the terms of the Agreement do not and will not contravene the underlying leases for the IBX Centers. Customer's Equipment will not be construed as fixtures or fittings. Equinix will retain title to all parts and materials used or provided by Equinix in providing the Licensed Space and the performance of the Services.

4. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

- a. Without prejudice to the service levels and associated remedies set forth in Exhibit A:
 - i. Equinix does not make and hereby disclaims all warranties, including but not limited to, any implied or statutory warranties, including the implied warranties of merchantability or satisfactory quality, fitness for a particular purpose and noninfringement of any third party's intellectual property rights; and
 - ii. Equinix makes no guarantees, representations or warranties that the Licensed Space and Services will be uninterrupted, error free or completely secure.

b. Subject to Section 4.d., neither Party will be liable to the other Party for (i) any indirect, incidental, special, reliance, punitive or consequential damages, if applicable, even if advised of the possibility of such damages; (ii) loss of profits; (iii) loss of business; (iv) loss of revenues (except that Customer shall be liable for any Fees or other amounts owed to Equinix under the Agreement); and (v) any losses arising from or caused by the loss, interruption or corruption of data.

c. Subject to Sections 4.b. and 4.d., each Party's total liability to the other Party (i) except as limited by Section 4.c.ii. below, [REDACTED] (regardless of whether the claims are brought during or after the Term) with respect to all claims arising from or related to the subject matter of the Agreement (including attorney's fees) [REDACTED]; and (ii) in the aggregate for the entire Term of the Agreement (regardless of whether the claims are brought during or after the Term) with respect to all claims arising from or related to the subject matter of the Agreement (including attorney's fees) will not exceed Four million Pounds (£4,000,000.00) (or the local currency equivalent). As a further limitation, Equinix's maximum liability for any claims relating to the Licensed Space and the Services offered or provided by Equinix (i) for a non-recurring charge only; or (ii) as Smart Hands Services, shall not exceed the [REDACTED]

d. The limitations set forth in Sections 4.b. and 4.c. will apply to all claims and causes of action, regardless of whether in contract, tort, strict liability or other theory, except to the extent that the liability cannot be limited or excluded by applicable law.

e. The Parties each waive the right to bring a claim against the other arising out of or in any way relating to an Order or the Agreement: (i) more than one (1) year after the date of the event giving rise to such claim; or if later (ii) after the period for commencing legal proceedings under applicable law has expired. Each Party recognizes and agrees that the warranty disclaimers, limitations of liability and remedy limitations in the Agreement are materially bargained for by the Parties.

5. INSURANCE

a. Each Party agrees to purchase and maintain, or cause to be purchased and maintained, the following insurance during the Term, at its expense and with insurers having a minimum AM Best rating of A- VII or S&P rating of A: (i) Public Liability Insurance with minimum insured amounts of [REDACTED] and [REDACTED] (or the local currency equivalent), provided these amounts may be achieved through a combination of primary and excess policies and may be achieved in an alternative currency (e.g. USO) and such insurance will include coverage for bodily injury and property damage; (ii) Workers' Compensation or Employer's Liability insurance where required by applicable law with a minimum insured amounts in the U.K. of £10,000,000 (reducing to £5,000,000 in respect of terrorism and asbestos); and (iii) Special Perils or All Risk Property Insurance on a replacement cost basis covering each Party's respective property and equipment. In addition, Equinix agrees to maintain Errors & Omissions (Professional Liability) and Cyber Liability insurance on a "claims made" basis with a limit of [REDACTED] (or the local currency equivalent) per claim and in the aggregate, which Equinix will maintain throughout the Term and, provided that the coverage continues to be available on commercially reasonable terms, for two (2) years thereafter.

b. Each Party will, upon request, furnish the other Party with certificates of insurance that evidence the minimum levels of insurance set forth herein. Each Party will endeavor to provide prior written notice to the other Party of any non-renewal or cancellation of the policies referenced above if replacement coverage is not procured. Failure to maintain, or cause to be maintained, the insurance listed above does not limit nor change the responsibilities of the Parties. These insurance requirements do not serve to, and should not be construed to, limit the Parties' respective liabilities or obligations hereunder.

c. Each Party shall claim any loss or damage to its own property against its insurance as a first recourse even if it has a claim for such loss or damage against the other Party and, without prejudice to any right of subrogation of its own insurer, only make a claim against the other Party in relation to loss or damage to its own property to the extent the loss or damage is not recoverable from its insurer.

6. TERM, TERMINATION AND SUSPENSION

a. The "Term" of the Agreement commences on the MCA Effective Date and terminates on the date the last Order then in effect expires or is terminated. Each Order shall remain in effect for the term set forth in the Order, unless earlier terminated as allowed in the Agreement or the applicable Order. A termination of the Agreement shall terminate all Order(s).

b. Either Party may terminate the Agreement by giving written notice to the other Party if the other Party breaches any material term or condition of the Agreement and fails to cure such breach within thirty (30) days after receipt of such notice. Notwithstanding the foregoing and without prejudice to any other right or remedy, where Customer has failed to pay Fees (excluding any Disputed Amount(s)) when due, before serving notice of termination pursuant to the foregoing Equinix must first serve notice of non-payment to Customer and provide Customer with a period of thirty (30) days to cure such breach before serving the further notice in accordance with the foregoing sentence of this Section. If the breach (other than where Customer has failed to pay Fees) cannot be cured within thirty (30) days, the breaching Party shall be given a reasonable period of time, but not to exceed an additional thirty (30) days, to cure the breach, provided that the breaching Party acts promptly and diligently to cure such breach.

c. Either Party may terminate the Agreement immediately upon written notice to the other if the other Party becomes, as applicable under local law, unable to pay its debts as they become due, ceases to do business, enters into a deed of arrangement, undergoes judicial management, commences the process of liquidation, has a receiver appointed or begins winding up or similar arrangements.

d. Without limiting Equinix's rights under Section 6.b., if Customer fails to cure any payment breach of the Agreement within thirty (30) days after notice of the same (or upon written notice if Customer's account is past due on three (3) or more occasions during a six (6) month period), Equinix may suspend the provision of the Licensed Space and the Services and deny access to and the removal of Customer's Equipment from the IBX Center.

e. Customer (including its Authorized Persons) shall not cause or create a situation which causes a threat to safety (including any risk of fire or other hazard). If such a situation arises or Customer's Equipment mechanically or electrically interferes in a material way with Equinix's operation or maintenance of the IBX Center or with any other customers' use thereof (each an "**Interference**"), then Equinix will promptly contact Customer upon the discovery of an Interference and Customer must promptly (not to exceed four (4) hours (or such shorter time that is necessary in the event of an emergency which threatens the life or physical safety of any person(s) in the IBX Center)): (a) either cease such Interference or provide a plan reasonably acceptable to Equinix to cease such Interference; or (b) authorize Equinix to take action to cease such Interference (billed at Smart Hands rates). If Customer fails to promptly take one of the foregoing actions, then Equinix may take all reasonable steps to remedy the Interference, which may include the suspension of Services. Equinix will promptly reverse any suspension after it is reasonably satisfied that the Interference has been remedied and may charge a reinstatement fee. Notwithstanding anything to the contrary in the Agreement, Equinix may terminate the Agreement immediately upon written notice if: (i) Customer fails to respond and take action as described in this Section within ten (10) days; or (ii) an Interference occurs more than three (3) times in any twelve (12) month period.

f. In the event that Customer terminates the Agreement, Customer may, in Customer's termination notice, designate an effective date of termination that is no later than six (6) months after the end of the applicable cure period ("**Transition Period**"), and each Party shall be bound by all terms and conditions of the Agreement until such effective date of termination. During the Transition Period, Customer shall have the right to continue to receive Licensed Space and/or Services pursuant to the terms and conditions (including the obligation to pay charges for the Licensed Space and/or Services) of the Agreement and to use the Smart Hands Service at Equinix's then-current published list rates and shall continue to pay for the Licensed Space and/or Services until the end of the Transition Period.

7. REMOVAL OF CUSTOMER'S EQUIPMENT

a. Customer will remove all of Customer's Equipment on or before the expiry or termination of the applicable Order from the IBX Center, unless Customer has requested transition services pursuant to Section 6.f., in which case, Customer will remove all of Customer's Equipment before the expiration of the Transition Period. If Customer fails to remove Customer's Equipment as required by this Section within ten (10) days from the termination or expiration of the Order, or the end of the Transition Period, as the case may be, Equinix may immediately remove and return Customer's Equipment to Customer at Customer's risk and expense. If Equinix is unable to make arrangements to return Customer's Equipment after attempts to contact Customer, or if Customer fails to pay for the shipping costs, Equinix may consider Customer's Equipment to be abandoned under the laws of the jurisdiction where the abandoned property is located. Without limiting any available legal remedies, Equinix may, at Customer's risk and expense: (i) immediately remove Customer's Equipment and store it at an on-site or off-site location; or (ii) upon thirty (30) days' prior written notice to Customer, liquidate or otherwise dispose of such Customer's Equipment and retain the proceeds.

b. Subject to Section 7.a., while Customer has no right to use the Licensed Space or Services after an Order expires or terminates, if Equinix, in its sole discretion, permits Customer to do so, Customer shall remain bound by the terms of the Agreement, including, without limitation, all payment obligations, and such continued use may be terminated by Equinix immediately upon written notice.

8. CONFIDENTIALITY

a. **"Confidential Information"** means non-public information disclosed between the Parties, including: (a) information identified by the disclosing Party, in writing or orally, as confidential at the time of disclosure; and (b) information containing the disclosing Party's customer lists, customer information, technical information, pricing information, financial position, trade secrets, customer communications or proposals, benchmarking information, satisfaction surveys, or information relating to its business planning or business operations. The terms of the Agreement are also deemed the Confidential Information of Equinix. Information about the operation and design of the IBX Centers (e.g., the configuration of cables, networks and services at the IBX Centers, equipment used at the IBX Centers) are the Confidential Information of Equinix. Information is not deemed Confidential Information if it: (i) is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be confidential, except through a breach of the Agreement by the receiving Party; or (iv) is independently developed by the receiving Party. For the avoidance of doubt, the mere placement of materials or equipment containing information at an Equinix location does not constitute disclosure of such information to Equinix.

b. Neither Party will use or disclose Confidential Information of the disclosing Party without its prior written consent, except where: (i) the disclosure is required by applicable law or regulation (including securities laws regarding public disclosure of business information) or by an order of a court or other governmental body having jurisdiction after taking steps to maintain its confidentiality where practicable; (ii) it is reasonably necessary to be disclosed to that Party's, or its Affiliates', employees, officers, directors, attorneys, accountants and other advisors; or (iii) it is necessary for a Party to exercise its rights and perform its obligations under the Agreement. In any case, the disclosing Party shall ensure that disclosure shall not be broader than necessary and that the recipient agrees prior to receipt to keep the information confidential to the same extent as under the Agreement (except that such agreement need not be obtained for disclosures to a court, regulator or arbitrator).

9. COMPLIANCE

a. Applicable Law. Each Party will comply with all applicable laws and regulations in connection with the Agreement.

b. International Security Concerns. Each Party will comply with applicable export/re-export, sanctions, import and customs laws and regulations (including U.S. sanctions and export regulations) ("**Sanctions Laws**"). In addition, Customer will not be listed on, nor owned or controlled by an entity or person which is subject to, nor located in or organized under the laws of a country subject to, U.S. or E.U. embargo. Notwithstanding anything to the contrary in the Agreement, Equinix reserves the right to terminate the Agreement immediately upon written notice to Customer if Equinix reasonably determines that Customer is not in compliance with this Section or is causing Equinix to be exposed to violations under Sanction Laws.

c. Anti-Money Laundering. Each Party will comply with all applicable anti-money laundering laws. If the bank to which Customer remits payment ("**Equinix Bank**") refuses to process a Customer payment for any reason including, but not limited to, a reasonable belief that Customer's payment may be connected to money laundering (a "**Suspicious Payment**"), Customer will reasonably cooperate with all requests from Equinix or the Equinix Bank (e.g., requests for additional information in order to process the Suspicious Payment) or remit payment of any outstanding balance using an alternative payment method within five (5) days.

d. Operational Audit. Customer will have the right, no more frequently than once in any consecutive twelve (12) month period and at Customer's sole expense (including Smart Hands charges for Equinix's time), to conduct a confidential audit of Customer's Licensed Space and the common areas of the IBX Center. Such audit will take place during normal business hours and on an agreed date and time, subject to reasonable postponement by Equinix. Unless otherwise agreed, the scope of the audit will only consist of IBX Auditors visiting the IBX Center and IBX Auditors' review of Equinix's regularly-prepared records regarding the operation of the IBX Centers, in each case in order to verify that an IBX Center is operated in compliance with the Agreement. Customer agrees that (i) such audits shall not adversely affect other customers of Equinix or Equinix's operation of the IBX Center; (ii) all IBX Auditors shall comply with Equinix's Policies during such audit; and (iii) Customer shall ensure that any third party IBX Auditors treat all of Equinix's Confidential Information disclosed to such third party IBX Auditor as a result of such audit in the same manner Customer is required to treat such Confidential Information, or signs a non-disclosure agreement with Equinix. For purposes of this Section, "**IBX Auditor**" shall mean any of Customer, Customer's third-party auditors or any regulatory examining authority having jurisdiction over Customer that participates in an audit described in this Section.

e. Independent Standards. Equinix will, throughout the term of the Agreement, conduct annual audits and certifications (e.g., SSAE 16/18, ISAE 3402, ISO 27001) (collectively "**Audits**") which Equinix deems appropriate, in its sole discretion for each of the IBX Center(s) within which Customer has Licensed Space. Audits shall be performed by a qualified and licensed independent auditor selected by Equinix. The current Audits are set forth on: <https://www.equinix.com/services/data-centers-colocation/standards-compliance/>. Equinix will, upon Customer's request and at no additional charge, provide Customer with a copy of the current Audit attestation report or certificate, as the case may be, applicable to those IBX Center(s) within which

Customer has Licensed Space. Such report shall be deemed Equinix's Confidential Information and provided for the sole use of Customer.

f. **Business Contact Information.** "**Business Contact Information**" or "**BCI**" means business contact data containing personal information (mainly first name, last name, business phone numbers, business email and business address) of a Party's or its Affiliates' respective agents, employees, consultants, contractors, partners, Sublicensees or Authorized Persons ("**Representatives**") and whose use, processing or transfer is regulated by law or regulation as 'personal data'.

Each Party and its Affiliates will, by virtue of the performance of the Agreement, come into possession of the other Party's Representatives BCI as a Data Controller (as defined under European laws and regulations or its equivalent under any local data protection and privacy laws).

Where BCI is to be transferred by a Party and its Affiliates from one country to another (including intra-group transfers to the United States or to any countries located within or outside the European Economic Area (EEA)), it shall ensure that all appropriate legitimization measures as required under applicable data protection and privacy laws such as (i) the entry into appropriate inter-company data transfer agreements based on the European Standard Contractual Clauses; (ii) the implementation of Binding Corporate Rules as defined under European regulations; and/or (iii) equivalent means of compliance, are in place to afford such transfer of BCI an adequate level of protection.

The Parties acknowledge and agree that (i) the provision by Equinix of Licensed Space and Services in accordance with the Agreement does not involve any access by Equinix, or use, processing, monitoring, or performance of any operation of, or on, any data loaded, stored, received, retrieved, transmitted through or otherwise processed by Customer as part of its use of the Licensed Space and Services ("**Customer Data**"); and that (ii) as a result, Equinix does not act as Data Processor or Data Controller (as defined under European laws and regulations or its equivalent under any local data protection and privacy laws), with respect to such Customer Data, unless otherwise agreed to in writing by the Parties.

Each Party will inform its Representatives (i) that their BCI may be collected, used, processed and transferred by virtue of the performance of, and in accordance with, the Agreement; and (ii) of their rights regarding the processing of their BCI in accordance with this clause. In addition, where required by the data protection and privacy laws that govern this Agreement, each Party will obtain the consent of its Representatives to give effect to the collection, use, processing or transfer of their BCI. Each Party will collect, access, and use and transfer the other Party's Representatives' BCI in accordance with applicable laws, and with its own respective privacy policies which in the case of Equinix can be found at <https://www.equinix.com/company/legal/privacy/>, as may be amended or supplemented in the jurisdiction whose laws govern this Agreement.

10. MISCELLANEOUS

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

b. **Publicity.** Neither Party grants the other Party the right to use its trademarks, service marks, trade names, copyrights, other intellectual property rights or other designations in any promotion, publication or press release without the prior written consent of the other Party in each case. Notwithstanding anything to the contrary in the Agreement, either Party may, with the prior written consent of the other Party (and consent may be withheld in that Party's complete discretion), publicly use the other Party's name and logo to refer to the other Party as a vendor or customer as the case may be, such use to comply with any applicable usage guidelines that are published or made available by the other Party upon request.

c. **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement, and supersedes and replaces all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written or oral, as well as any industry custom. Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in the Agreement, but nothing in this Section shall limit or exclude a Party's liability for fraud or fraudulent misrepresentation. The Agreement may be executed in two or more counterparts (and the signature pages may be delivered with ink or electronic signature or by facsimile or e-mail), each will be deemed an original, but all together will constitute one and the same instrument. Except where otherwise expressly stated herein, the Agreement may be amended only by the written agreement of both Parties.

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

e. Survival. All provisions of the Agreement which can only be given proper effect upon expiration or termination of the Agreement, including those provisions needed to interpret the same by surviving the termination of the Agreement, shall survive the termination of the Agreement; provided, however Section 8 ("Confidentiality") will survive for three (3) years after termination of the Agreement.

f. Subcontracting and Transfer. Equinix may permit any other Equinix Affiliate, independent contractor or other third party, to perform any of Equinix's obligations hereunder, provided that Equinix remains primarily liable for the performance of its obligations. Each Party may transfer the Agreement or any of its rights and obligations hereunder to an Affiliate or to an entity which is acquiring all or substantially all of its business or assets with prior notice to the non-assigning Party, and in all such events the person or entity to whom the Agreement is assigned must agree in writing to be bound by all of the terms of the Agreement.

The Agreement will be binding upon and inure to the benefit of all successors and permitted transferees of the Parties, who will be bound by all of the obligations of their predecessors or transferors.

g. Force Majeure. Except for Customer's obligation to pay amounts owed under the Agreement, including Fees, neither Party will be responsible or in any way liable to the other Party, and neither Party will have any termination or other rights, arising out of or relating to a Force Majeure Event. A "Force Majeure Event" is a failure by the other Party to perform any of its obligations under the Agreement if such failure is caused by an event or circumstance beyond its reasonable control, including, but not limited to, an act of God, war, labor strike, terrorist act, riot or civil unrest, fire, flood, earthquake, landslide, earth movement, hurricane, typhoon, tsunami, volcanic eruption or other natural disaster, health epidemic or any law, order, regulation or other action of any governing authority or agency. If a Force Majeure Event prevents Equinix from providing Licensed Space and/or Services for at least fifteen (15) consecutive days, Customer may terminate any of such Licensed Space and/or Services by providing a minimum of fifteen (15) days' prior written notice to Equinix, provided such notice is given before the resumption of the Licensed Space and/or Services after the Force Majeure Event. For the avoidance of doubt, the Parties agree that Customer will not pay for affected Licensed Space and Services it does not receive during a Force Majeure Event and nor will any Fees be due or the Customer have to pay for any terminated Licensed Space and Services following termination pursuant to this Section.

h. Conflicts. All Orders are subject to the terms and conditions of the Agreement. In the event of ambiguity, conflict or inconsistency among the documents comprising the Agreement, the documents shall be given a descending order of precedence as follows (i) the Order; (ii) the MCA, including any attachments and exhibits thereto, other than these GTCs; (iii) the GTCs; and (iv) the Policies.

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

j. Relationship. The Parties are independent contractors, and the Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither Party may bind the other or incur obligations on the other's behalf without the other's prior written consent.

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

l. No Waiver. No waiver of any breach of any provision of the Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

m. MCA Construction. Each MCA (i) is only binding upon the MCA Signatories and not upon any other Equinix Affiliate or Customer Affiliate; and (ii) only governs Orders placed under that MCA. For avoidance of doubt, no other Equinix Affiliate or Customer Affiliate is required to agree to any of the terms and conditions set forth in that MCA. The Equinix entity that enters into an Order with Customer is responsible for the provision of Licensed Space and performance of the Services therein, and no other Equinix Affiliate shall be jointly or severally liable with such Equinix entity.

n. Portability. In certain instances, Equinix can offer Customer the ability to relocate its Licensed Space from one IBX Center to another IBX Center before the expiration of the term specified in the Order ("**Global Portability**"). Customer should

contact Equinix if it would like more information on its Global Portability promotion, as it varies by site and is subject to local availability.

11. DEFINITIONS

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

Affiliate: Any entity controlling, controlled by, or under common control with a Party, where the term "control" and its correlative meanings, "controlling," "controlled by," and "under common control with," means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity.

Agreement: Has the meaning given to such term in the MCA into which these GTCs are incorporated.

Associated Entity: Means (i) each individual, company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with Customer or its Authorized Persons; (ii) any of Customer's end users; and (iii) Sublicensees.

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

Cross Connect: A physical or wireless interconnection within an IBX Center that (i) exits Customer's Licensed Space or (ii) connects Customer to another Equinix customer.

Customer's Equipment: All network, computer and other equipment or property provided, owned or controlled by Customer, Customer's Affiliates, Customer's Authorized Persons or Associated Entities (including wiring and connections between such equipment and Customer's demarcation equipment), excluding Cross Connects or Equinix's demarcation equipment.

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

Effective Date: For Licensed Space or a Service ordered in an Order (other than Online Orders or Phone Orders), the date designated in the Order as the Effective Date or if there is no date designated in the Order, then the date on which the Licensed Space is provided or the Service is delivered. For Licensed Space or a Service ordered in an Online Order or Phone Order, the date Equinix begins providing the Licensed Space or Service to Customer, unless otherwise agreed to by the Parties in the Order.

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

Good Industry Practice: The generally-recognized commercial practices followed by a skilled and experienced provider of data center services substantially similar or identical to the Licensed Space and Services, with respect to factors such as the nature and size of the parties, the service levels, the term, the pricing structure and any other relevant factors.

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

IBX Policies: Equinix's procedures, rules, security practices, and policies applicable to the IBX Centers including Equinix's Global IBX Policies, which are located online and are hereby incorporated by reference: <https://www.equinix.com/resources/product-documents/ibx-policies/> and Equinix's local IBX-specific policies, which can be provided upon request.

Licensed Space: For space in an IBX Center in a common law jurisdiction, areas licensed by Customer, or, for space in an IBX Center in a civil law jurisdiction, areas made available to Customer with permission to access and use. In either case, the space is licensed or made available pursuant to the Agreement and identified in the Orders as to the amount of space. Equinix will determine at all times the exact location within the IBX Center where the Licensed Space will be located

[REDACTED]

MCA Effective Date: The effective date of the applicable MCA.

MCA Signatories: The Equinix entity and Customer entity that are the signatories to the MCA.

Online Order: An Order placed via the Customer Portal or e-mail, to be effective only after Equinix accepts it in accordance with Equinix's applicable procedures or Equinix begins providing the Licensed Space or the Services ordered.

Order: An order for Licensed Space or Services prepared by Equinix, or an amendment thereto, that is incorporated into the Agreement by reference which describes the Licensed Space or Services. Orders are not valid until signed by both Parties, except for Online and Phone Orders. Equinix is under no obligation to accept an Order. Unless otherwise specified, reference to Order(s) shall also include Online Orders and/or Phone Orders.

Phone Order: An Order placed over the phone, where available, to be effective only after Equinix accepts it in accordance with Equinix's applicable procedures or when Equinix begins providing the Licensed Space or the Services ordered.

Policies: The IBX Policies and any applicable Product Policies.

Product Policies: The product exhibits and policies which are located online at: <http://www.equinix.com/resources/product-documents/> or as otherwise agreed to in writing by Customer or in an Order.

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

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

Sublicensee: Any third party who (i) sublicenses all or part of the Licensed Space from Customer, if such Licensed Space is located in a common law jurisdiction, or (ii) is able to access and use all or part of the Licensed Space as made available by Customer, if such Licensed Space is located in a civil law jurisdiction.

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

CUSTOMER TO COMPLETE:

Acknowledged and agreed.
Customer Company Name:

Transport Trading Limited

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

EQUINIX TO COMPLETE:

Acknowledged and agreed.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



**EXHIBIT A TO GLOBAL TERMS AND CONDITIONS
EQUINIX COLOCATION SERVICE DESCRIPTION AND SERVICE LEVEL AGREEMENT**

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

1. **Service Description**- Customer's Licensed Space is located within the IBX Center listed on the Order and includes the following features:
 - a. **Security/Access Controls**. Equinix shall establish and maintain appropriate physical, technical and organizational safeguards and controls which, in Equinix's sole discretion, are designed to protect the security of the (i) IBX Center; (ii) the Licensed Space which contains Customer's Equipment; and (iii) the Services (collectively, "**Safeguards**"). Safeguards will include the following:
 - i. Building Perimeter Security - Equinix continually monitors all entrances and exits to each IBX Center. Specific architectural features and physical construction of individual IBX Centers provide additional security and differ by location.
 - ii. Colocation Area Security - Within each IBX Center, the colocation area is protected by additional security measures to form multiple layers of security. Equinix employs appropriate facility access controls to limit physical access to the Licensed Space, and examples of such access controls include: visitor access authorization and validation via customer administrators and security officers, security mantraps, biometric readers and access card readers, locking cabinets, and extensive monitoring by video and/or IBX Center site staff.
 - iii. Private Cage - Customer may select a private cage with access to the private cage restricted only to authorized personnel by means of an additional card reader or biometric scanner on the cage door.
 - iv. Secure Cabinet -- Customer may select a secure cabinet with access to the secure cabinet restricted only to authorized personnel by means of an additional locking mechanism on the cabinet door.
 - v. Security Systems - Equinix will use business systems designed to optimize security and such other security measures that Equinix deems appropriate.
 - vi. Security Breach Notifications - Equinix will contact Customer via phone or email of any actual or attempted unauthorized access of Customer's Licensed Space (i.e., private cage or cabinet) ("**Security Breach**") [REDACTED] In the provision of Licensed Space and Services, Equinix does not manage nor monitor Customer's Equipment and does not monitor any Cross Connects. Customer is solely responsible for monitoring Customer's Equipment and its network traffic.
 - b. **Electrical Power**. Equinix has designed electrical power delivery systems to provide an uninterrupted supply of electrical power through various primary and secondary supply mechanisms. For electrical power delivery to the Licensed Space, Customer may choose between the following configurations:
 - i. Non-Redundant Power - Electricity delivered via one (1) power circuit.
 - ii. Redundant Power - Electricity delivered via two (2) power circuits from two different power busses.
 - c. **Climate Control**. Equinix has designed climate control systems in the colocation area which are designed to provide a predictable and consistent environment as follows:
 - i. Temperature - Temperature is controlled to be between 18°C (64.4°F) and 27°C (80.6°F).
 - ii. Relative Humidity - Relative Humidity is controlled to be between 25% and 65%.
 - d. **Cross Connects**. Cross Connects permit Customer to connect Customer's Equipment to other Equinix customer equipment or Equinix interconnection exchanges located within an IBX Center or between IBX Centers on a single Equinix campus. Cross Connects are available in various media types.
 - e. **Smart Hands**. At Customer's request, Equinix will provide Smart Hands, which provide remote support of Customer's Equipment within an IBX Center. Smart Hands only consists of visual and physical support of hardware (i.e., no application support or access to Customer Data). Smart Hands examples include: assisting Customer with moving Customer's Equipment and uncrating from boxes; labeling equipment and cable connections; inventorying Customer's Equipment; and installing cabling between or from Customer's Equipment to Customer's demarcation equipment. Smart Hands requests may be expedited at the request of Customer and as agreed by Equinix.
 - f. **Maintenance**. Equinix maintains its IBX Center via a comprehensive, coordinated program of preventive maintenance. Maintenance activities are fully scripted, scheduled, reviewed, and approved by Equinix operations and engineering management prior to execution of the work. Equinix will inform customers of any maintenance via email or the Customer Portal. Equinix will use reasonable efforts to provide Customer with maintenance notifications in accordance with the



following timeframes, but failure to do so will not entitle Customer to credits. Equinix will use commercially reasonable efforts to minimize disruption to the Services when performing maintenance.

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

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

2. **Service Level Agreement**

a. **Electrical Power**

Service Level Name	Redundant Power Service Level	Non-Redundant Power Service Level
Availability	99.999%+	99.99%+
Service Level Threshold	This service level is met by achieving less than twenty-six (26) seconds of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
Unavailability	A redundant power service is considered Unavailable when a functioning cabinet that includes Customer provided automatic failover capability is powered by two (2) power circuits from different power busses, and both power circuits experience a concurrent interruption in electrical power such that the cabinet experiences an interruption in electrical power.	A non-redundant power service is considered Unavailable when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power.
Credits	[REDACTED]	
Worked Example	[REDACTED]	



b. Climate Control

Service Level Name	Temperature Service Level	Humidity Service Level
Availability	99.99%+	99.99%+
Service Level Threshold	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
Unavailability	Temperature is considered Unavailable when the temperature drops below 18°C (64.4°F) or exceeds 27°C (80.6°F). Equinix measures temperature between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.	Humidity is considered Unavailable when the humidity drops below twenty five percent (25%) or exceeds sixty-five percent (65%). Equinix measures humidity between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.
Credits	[REDACTED]	
Worked Example	[REDACTED]	

c. Cross Connects

Service Level Name	Cross Connect Availability Service Level	Cross Connect Provisioning Service Level	
Availability	99.99%+	Not applicable	
Service Level Threshold	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per Cross Connect.	Upon Equinix acceptance of an Order, Equinix will install into Customer's existing Licensed Space up to three (3) Cross Connects per day, per IBX Center as follows:	
		<u>Cross Connect Interval Type:</u>	<u>Provisioning Interval:</u>
		Premium	[REDACTED]
		Plus	[REDACTED]
Unavailability	A Cross Connect is considered Unavailable when the passive physical media that Equinix uses for the Cross Connect fails and the endpoints are unable to maintain a communication connection due to the failure of the physical media.	Not applicable	
Credits	[REDACTED]	[REDACTED]	



		<p>Note: The Cross Connect Provisioning Service Level only applies to IBX Centers listed here: http://www.equinix.com/resources/product-documents/equinix-ibx-classification/.</p>
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3. General

- a. **Credits.** The credits and termination right set forth in this Exhibit are Customer's sole and exclusive remedies if Equinix fails to meet the service level thresholds stated herein. In any calendar month the maximum credit(s) to which Customer shall be entitled will not exceed the MRC for such Licensed Space or Service.
- b. **Reporting Unavailability and Requesting Credit.** All periods of Unavailability must be verified by Equinix, and approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. The period of Unavailability will be measured from: (i) for a Service for which Equinix can monitor its availability, which shall include Electrical Power and Climate Control under, respectively, Sections 2.a. and 2.b. above, the time Equinix becomes aware of the incident as evidenced by Equinix's system logs or data, monitoring systems or applicable incident report; or (ii) for a Service for which Equinix cannot monitor its availability, Customer's notification to Equinix of the incident (i.e., Customer opens a trouble ticket) provided that Equinix can confirm the incident began when Customer claims it did; and ends when the Unavailability has been remedied, as confirmed by Equinix (i.e., closing of the trouble ticket). In order to be eligible for a credit, Customer must report the Unavailability to Equinix within seven (7) days of the incident. In order to receive a credit from Equinix, Customer must request the credit by notifying the applicable Equinix country contact in writing within sixty (60) days of the last day of the month in which the Unavailability is remedied (i.e. the trouble ticket is closed).
- c. **Exceptions.** Customer will not be entitled to a credit if the event or condition that would have otherwise given rise to the credit was caused by any of the following: (i) Force Majeure Events; (ii) subject to Section 3.d of this Exhibit, scheduled maintenance; (iii) Customer's Equipment; or (iv) actions or inactions of Customer or its representatives.
- d. **Scheduled Maintenance Credit.** [REDACTED]

4. Chronic Outage Termination Right

- a. If [REDACTED] entitling Customer to a credit for [REDACTED] Customer may terminate the Agreement immediately (without being liable for early termination fees or any Fees for Licensed Space and Services not provided after Customer's complete departure from the applicable IBX Center(s)) upon written notice to Equinix, provided such notice is received by Equinix within thirty (30) days of the event giving rise to Customer's right to terminate.

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



**EXHIBIT B TO GLOBAL TERMS AND CONDITIONS
INVOICE REQUIREMENTS AND CUSTOMER CARE**

1. Invoicing

Each Equinix invoice will contain the following information:

[REDACTED]

2. Reporting

Unless otherwise stated below, the following reporting obligations are included in the Fees.

Customer will have access to standard, self-service reports through the Customer Portal, including reports from the following categories:

[REDACTED]

Equinix reserves the right to update the self-reporting functionality and available reports in its sole discretion. Additional, non-standard reports can be requested from Equinix by customer placing a Smart Hands order (standard rates apply). Additional monitoring and reporting may be available from IBX SmartView (subject to availability and additional Fees).

3. Meetings

Customer Business Review Meeting: Equinix and Customer shall engage in quarterly business reviews ("**CBRs**") to: (a) review performance against this Agreement, including a review of Customer incidents and any Service Level Agreement failures by Equinix or other Service-related issues; (b) resolve any outstanding escalations and disputes; (c) review details of the Equinix account team and escalation matrix; and (d) identify further opportunities that may arise and which benefit both Parties. The CBR will be attended by the representative(s) from Equinix's account team for the Customer. The Parties will work in good faith and mutually agree upon the scope and date of the CBR.

Finance Review Meeting: Customer and Equinix may engage in a monthly Finance Review Meeting ("**FRM**") to discuss and review a statement of outstanding and/or disputed invoices, credits and open orders. The FRM will be attended by a representative from Equinix's Credit and Collections team or Billing team, as needed, unless there is a specific reason that a representative from both departments are required in which case that should be requested by Customer at least two (2) weeks in advance of the meeting. The Parties will work in good faith and mutually agree upon the scope of the FRM.

