

Agreement Number: 00083595.0

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("PSA") is entered into by and between EPS Enterprises, Inc. ("Equinix"), and ("Customer"). This PSA shall become effective upon the full execution of the parties ("Effective Date").

**1. Ordering and Provision of Services.**

1.1 **Services; Ordering.** This PSA forms part of the "Agreement" between Equinix and Customer, which includes (i) this PSA and (ii) all Statements of Work ("SOWs"). For purposes of this PSA, references to SOWs will also include any Equinix-issued service order form. Equinix and/or its affiliates will provide the Services in accordance with this Agreement. The specific Services to be provided hereunder will be identified in each SOW. Each SOW will be accepted and executed by Customer and Equinix and will incorporate this Agreement by reference. Equinix will not be bound (a) any Equinix-issued SOW or service order until it is accepted by Equinix or (b) any Customer-issued purchase order forms. Customer may order additional Services by executing the SOW. Any requests for non-standard services beyond those described in the applicable SOW will be provided on an individual case basis and at an additional cost to Customer; provided, however, Customer may not order non-professional services (e.g., colocation or network services) pursuant to this Agreement.

1.2 **Change Requests and Proposals.** If, during the term of any SOW, Customer wishes to implement changes to the Services, Customer shall submit a change request ("**Change Request**") to Equinix. Such Change Request must have sufficient detail in order to clearly identify the change requested. The Change Request shall be signed by both Parties prior to implementation of the change. Upon acceptance and execution by the Parties, the Change Request will amend and become part of the applicable SOW. If, in the performance of the Services, (i) Equinix encounters any concealed or unknown condition not expressly set forth in the applicable SOW, (ii) Equinix discovers that a prerequisite or assumption contained in the applicable SOW is not met, or (iii) Equinix experiences a delay caused by Customer, the schedule and fees for the applicable SOW shall be equitably adjusted as necessary to reflect any additional Services or extended timeframe required to complete the project. Fee adjustments shall account for the cost to Equinix of all labor, equipment, materials and tools necessary to perform the additional Services.

1.3 **Delivery and Acceptance.** Except as otherwise provided in a SOW, Customer shall notify Equinix in writing of any material failure of a deliverable to materially or substantially comply with the acceptance criteria contained within the applicable Statement of Work ("**Defects**") within ten (10) business days of completion of the applicable deliverable by Equinix. Upon a timely notification by Customer, Equinix will use commercially reasonable efforts to correct any Defects within a reasonable period of time. Notwithstanding the foregoing, a deliverable shall be deemed accepted in the event that (a) Customer puts a deliverable into a production or development environment or uses the deliverable under materially normal operating conditions or (b) Customer fails to notify Equinix of any Defects within the notice period set forth above.

**2. Payment Terms and Taxes.**

2.1 **Fees and Payment.** Customer will pay Equinix all fees for any Service according to the prices and terms listed in the applicable SOW. Customer also agrees to reimburse Equinix for actual out-of-pocket, reasonable expenses incurred in providing the Services to Customer, all in accordance with the SOW or which are approved by Customer.

2.2 **Invoicing and Payment.** Invoicing shall be as described in the SOW. Customer will pay in full all invoices from Equinix in the currency stipulated in the SOW within thirty (30) days of the date of invoice. All payments will be made in U.S. dollars. All invoices shall be deemed final and binding unless Customer notifies Equinix of any alleged discrepancies no later than thirty (30) days from the invoice date. Unless otherwise mutually agreed in a SOW, Equinix will invoice Customer monthly for Services provided. If Customer fails to make payment when due, Customer will be responsible for all collections costs.

2.3 **Taxes.** There shall be added to the fees and charges due under this Agreement, and Customer shall be responsible to pay, amounts equal to all taxes, however designated, levied, or based on such fees and charges, or on the services rendered or products supplied pursuant hereto, including without limitation all Federal, state and local privilege, sales, use or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by Equinix in respect of the foregoing, exclusive, however, of taxes based on Equinix's net income.

**3. Intellectual Property.****3.1 Customer Content and Materials.**

a. Any Customer Content and/or Customer Materials supplied by Customer to Equinix in connection with this Agreement shall remain the sole and exclusive property of Customer. Except for the rights expressly granted under Section 3.1(b), this Agreement does not transfer to Equinix (nor create any implied license to) any Customer Content or Customer Materials, and all right, title and interest in and to Customer Content and Customer Materials will remain solely with Customer.

b. Customer hereby grants to Equinix a worldwide, non-exclusive, royalty-free, fully paid-up license to use, copy, modify, enhance, create derivative works of and otherwise use the Customer Content and Customer Materials solely in connection with the provision of the Services.

**3.2 Equinix Materials.**

a. Any Equinix Materials used by Equinix in performance of the Services shall remain the sole and exclusive property of Equinix. Except for the rights expressly granted under Section 3.2(b) and the assignment expressly made under Section 3.2(c), this Agreement does not transfer to Customer (nor create any implied license to) any Equinix Materials, and all right, title and interest in and to Equinix Materials will remain solely with Equinix. It is expressly understood that Equinix shall continue to own the Equinix Materials and any modifications, improvements or enhancements thereto or works derivative thereof. No right, title or ownership of or related to the Equinix Materials is or shall be transferred to Customer under this Agreement or in any SOW.

b. Upon Equinix's receipt of full and final payment for the SOW, Equinix grants to Customer a worldwide, non-exclusive, royalty-free, fully paid-up license to use the Equinix Materials in the form delivered to the Customer as part of the Services only for Customer's internal business operations.

c. Upon Equinix's receipt of full and final payment for the SOW, Equinix assigns to Customer all right, title and interest, including all intellectual property rights, in the Work, provided, however, that such assignment does not include Equinix Materials.

3.3 No Reverse Engineering. Equinix and Customer agree that they will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from technology of the other party.

3.4 Third-Party Software. If a Service provided hereunder is in support of an off-the-shelf or other computer software program ("Program") that is licensed to Customer under a software license agreement with Equinix, such agreement shall govern all use of such Program by Customer.

3.5 General Skills and Knowledge. Subject to Equinix's confidentiality obligations set forth in this Agreement, Equinix will not be prohibited or enjoined from utilizing any skills or ideas, concepts, processes, techniques, expertise and know-how of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Equinix.

#### 4. Term and Termination.

4.1. Term. The term of this Agreement shall commence on the Effective Date and continue thereafter until terminated in accordance with the Agreement ("Term").

#### 4.2. Termination.

a. Termination of Agreement. Either party may, upon thirty (30) days written notice, terminate this PSA for cause if the other party breaches a material term of this Agreement and fails to cure such breach within such thirty (30) day period. Consent to extend the cure period shall not be unreasonably withheld, conditioned or delayed, so long as the breaching party has commenced cure efforts during the thirty (30) day notice period and pursues cure of such breach in good faith. A termination of this PSA for cause shall terminate all SOWs between Customer and Equinix. If Equinix terminates the Agreement pursuant to this subsection, then Customer shall pay a cancellation charge equal to the outstanding fees for the remainder of the term for any terminated SOW. If there are no outstanding SOWs in effect, either party may terminate this Agreement for convenience by providing at least thirty (30) days prior written notice to the other party.

b. Termination of a SOW. Either party may terminate a SOW for cause if the other party breaches any material term of the SOW by providing at least thirty (30) days' written notice of such breach and opportunity to cure. Consent to extend the cure period shall not be unreasonably withheld, conditioned or delayed, so long as the breaching party has commenced cure efforts during the thirty (30) day notice period and pursues cure of such breach in good faith.

c. Termination for Insolvency. Either party may terminate this Agreement and any outstanding SOWs immediately upon giving 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. Effect of Termination. Termination of this Agreement and/or any SOW shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges that accrued prior to such termination. Upon the effective date of termination of this Agreement and/or a SOW, as the case may be, (a) Equinix will immediately cease providing the Service(s) and any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due and payable and (b) within thirty (30) days of such termination, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

#### 5. Infringement Indemnity.

5.1. Intellectual Property Infringement. Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party (the "Indemnified Party") against any third-party claim that any material or technology furnished by the Indemnifying Party (the "Material") and used by the Indemnified Party in connection with the provision or use of the Services infringes any U.S. copyright, trademark, or patent) or misappropriates any third party trade secret. The Indemnified Party must: (a) provide prompt written notice to the Indemnifying Party of such claim; (b) allow the Indemnifying Party to control of the defense and related settlement of any such claim; (c) preserve all documents and evidence relevant to the defense of such third-party claim; and (d) furnish the Indemnifying Party with reasonable assistance in the defense of any such claim, so long as the Indemnifying Party pays the Indemnified Party its reasonable out-of-pocket expenses.

5.2. Exceptions. The Indemnifying Party shall have no liability for any claim of infringement resulting from (a) the Indemnified Party's use of a superseded or altered release of some or all of the Material if infringement would have been avoided by the use of a

subsequent unaltered release of the Material which is provided to the Indemnified Party; (b) any Material not furnished by the Indemnifying Party; (c) use of the Material in combination with any equipment, technology, software or data not provided or approved by the Indemnifying Party; (d) the Indemnifying Party's compliance with specifications or instructions of the Indemnified Party; (e) Indemnified Party's failure to abide by the applicable laws, rules, regulations or the terms of this Agreement; or (f) modification of the Material by parties other than the Indemnifying Party.

5.3. Remedies. In the event that some or all of the Material is held by a Court of competent jurisdiction to infringe, or is reasonably believed by the Indemnifying Party to infringe, the Indemnifying Party shall have the option, at its expense, (a) to modify or replace the Material to be non-infringing, (b) to obtain for the Indemnified Party a license to continue using the Material, or (c) to require return of the infringing Material and all rights thereto from the Indemnified Party. If Equinix is the Indemnifying Party and determines that it is unable to implement (a) or (b) on commercially reasonable terms and therefore implements (c), then Customer may, at its option, and upon thirty (30) days prior written notice to Equinix, terminate the applicable SOW and shall be entitled to recover the pro rata fees paid by Customer for that portion of the Material adversely affected by the infringement. If Customer is the Indemnifying Party and such return materially affects Equinix's ability to meet its obligations under the applicable SOW, then Equinix may, at its option, and upon thirty (30) days prior written notice to Customer, terminate the SOW and Customer shall pay Equinix for the Services rendered through the date of termination. This Section 5 states the parties' entire liability and exclusive remedy for infringement.

## 6. Warranties and Limitations.

6.1. Warranties. Each party warrants will comply with all applicable laws and regulations in connection with this Agreement. Equinix warrants that the Services will (a) be provided in a professional manner in accordance with Equinix's standard procedures, (b) be performed by appropriately knowledgeable and skilled personnel, and (c) conform to the standards generally observed in the industry for similar services. If applicable, Equinix will pass through and assign to Customer any warranties provided by the manufacturer of the hardware components and/or the licensor of the software products provided hereunder, to the extent that the manufacturer or licensor permits such pass-through and assignment and Customer shall bear the costs of any such assignment.

6.2. LIMITATIONS ON WARRANTY. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, EQUINIX DOES NOT MAKE AND HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

6.3. Exclusive Remedy. In the event of a breach of the foregoing warranties, Customer's sole and exclusive remedy shall be to terminate the affected Services pursuant to the termination provisions of the Agreement and recover any fees paid to Equinix for the affected Service.

## 7. Limitation of Liability.

(A) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR ITS RESPECTIVE EMPLOYEES, OFFICERS, AFFILIATES, SUBCONTRACTORS, AGENTS OR SUPPLIERS, BE LIABLE TO THE OTHER PARTY FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF REVENUES (EXCEPT THAT CUSTOMER SHALL BE LIABLE FOR ANY FEES OR OTHER AMOUNTS OWED TO EQUINIX UNDER THIS AGREEMENT); (IV) LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA; (V) ANY CONSEQUENTIAL OR INDIRECT DAMAGES; OR (VI) ANY INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES (IF APPLICABLE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EQUINIX'S AND ITS AFFILIATES', SUBCONTRACTORS', AGENTS' AND SUPPLIERS' TOTAL LIABILITY TO CUSTOMER IN THE AGGREGATE FOR ANY AND ALL CLAIMS (A) ARISING FROM OR RELATED TO A SOW WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER PURSUANT TO THE APPLICABLE SOW GIVING RISE TO THE CLAIM AND (B) ARISING FROM OR RELATED TO THIS AGREEMENT WILL, IN THE AGGREGATE, BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO EQUINIX FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES. AS A FURTHER LIMITATION, EQUINIX'S TOTAL LIABILITY FOR ANY CLAIMS RELATES TO SERVICES PROVIDED FREE OF CHARGE WILL NOT EXCEED FIVE THOUSAND DOLLARS (US\$5,000.00).

(C) THE LIMITATIONS SET FORTH IN SECTIONS 7(A) AND 7(B) WILL APPLY TO ALL CLAIMS AND CAUSES OF ACTION, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY.

8. Non-Solicitation of Employees. Customer shall not, during the Term and for a period of one (1) year thereafter, directly or indirectly solicit, employ, offer to employ, nor engage as a consultant, any employee or independent consultant of Equinix with whom such party had contact pursuant to this Agreement. If Customer breaches this Section 8, Customer shall pay to Equinix, as reasonable liquidated damages, a sum equal to one hundred fifty percent (150%) of the annual fee that was payable to that person, including bonuses.

9. Confidentiality. Neither party shall, without the prior written consent of the other party, disclose (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party during the Term of this Agreement and for two (2) years following the expiration or termination hereof. Confidential Information includes, but is not limited to, the terms and pricing of this Agreement. Confidential Information shall not include information which (i) is or becomes public knowledge through no breach of this Agreement by the receiving party, (ii) is received by recipient from a third party not under a duty of confidence, or (iii) is already known or is independently developed by the receiving party without use of the Confidential Information. Each party will take all reasonable precautions to protect Confidential Information directly disclosed to it by the other party, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required (i) to any consultants, contractors, and counsel who have a need to know in connection with this Agreement and have executed a reasonably protective non-disclosure agreement with the disclosing party or (ii) by operation of law, or by a court or governmental agency, or if necessary in any proceeding to establish

rights or obligations under this Agreement; provided, the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit the non-disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

10. Cooperation. Customer shall fully cooperate with Equinix as reasonably necessary in order for Equinix to provide the Services, including, without limitation, (a) providing Equinix with all information related to the proposed Services as may be reasonably required by Equinix; (b) making available to Equinix any necessary personnel of Customer and appropriate development time on Customer's systems, if applicable, to permit Equinix to provide the Services; and (c) designating at least one (1) suitably experienced employee or consultant, reasonably acceptable to Equinix, to act as a project manager in connection with the provision of the Services. The name of each project manager shall be set forth in the applicable SOW and will have the authority to act on behalf of Customer with respect to this Agreement and any applicable SOW.

11. Independent Contractor. The parties are independent contractors, and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Each party shall be solely responsible for the supervision, daily direction and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), worker's compensation, disability, and other benefits. Neither party may bind the other or incur obligations on the other's behalf without the other's prior written consent.

12. Force Majeure. Except for Customer's obligation to pay amounts owed under this 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 this Agreement if such failure is caused by events or circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorist act, fire, flood, earthquake, health epidemic or any law, order, regulation or other action of any governing authority or agency.

13. Governing Law. This Agreement will be governed in all respects by the internal laws of the State of California without regard to its conflicts of law provisions. The parties each irrevocably agree to the exclusive jurisdiction of the Superior Courts of California, in Monterey County, and waive any right to bring any action against the other party in any other jurisdiction or courts. If any legal action is brought by either party arising from, or related to, the subject matter of this Agreement, the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs.

14. Entire Agreement. This PSA and any SOW executed constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written or oral, as well as any industry custom. Neither this PSA nor any SOW may be modified or amended except in a writing signed by a duly authorized representative of each party.

15. Notices. Unless expressly stated in the Agreement, all notices, consents, or approvals required by this 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; (iii) delivery by hand; or (iv) facsimile (promptly confirmed by mail), to the Parties at the respective addresses or numbers in this Agreement or as otherwise designated in writing by the Parties. Notices, consents and approvals under this Agreement will be in writing, with either ink or electronic signature, and be deemed effective on the date of receipt.

16. Construction. Each party agrees that it has reviewed this Agreement, and this 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 this Agreement. If any provision of this Agreement is adjudged 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 this Agreement.

17. Waiver. No waiver of any breach of any provision of this 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.

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

19. Survival. All provisions of this Agreement which are intended to survive the expiration or termination of this Agreement, including without limitation, Sections 2, 3, 5, 6 and 7, shall so survive. Section 9 will survive for three (3) years after termination of this Agreement.

20. Counterparts. This 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 of which will be deemed an original, but all together will constitute one and the same instrument.

21. Order of Precedence. In the event of a conflict between the terms of this PSA and any SOW, this PSA shall prevail (unless such SOW expressly states that it is amending a specific provision of this PSA, in which case such SOW shall control and govern over such specific provision).

22. 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 the foregoing, either party may publicly use the other party's name and logo to refer to the other party as a vendor or customer as the case may be, such use to comply with any applicable usage guidelines that are published or made available by the other party upon request.

23. Definitions.

23.1 "Confidential Information" means any non-public information of the parties hereto relating to its business activities, financial affairs, technology, marketing or sales plans that is disclosed to, and received by, the other party pursuant to this Agreement.

23.2 "Customer Content" means any and all content, artwork, logos, graphics, video, text, data, software and other materials provided to Equinix by or on behalf of Customer.

23.3 "Customer Materials" means Customer's technology, methodologies, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party) and also including any derivatives, improvements, enhancements or extensions of Customer Materials conceived, reduced to practice, or developed during the term of this Agreement by Customer.

23.4 "Equinix Materials" means Equinix's technology, methodologies, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, creative content, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by or licensed to Equinix by a third party) and also including any derivatives, improvements, enhancements or extensions of Equinix Materials conceived, reduced to practice, or developed during the term of this Agreement by Equinix.

23.5 "Service" means the professional services, including all necessary labor, materials, and tools, to be provided by Equinix for Customer, as more fully described in a SOW.

23.6 "Statement of Work" or "SOW" means a document detailing the Service (including a service order or a Change Request); provided, that both Parties must sign a SOW in order for it to become effective.

23.7 "Work" means any tangible deliverable provided by Equinix to Customer as described in the SOW for any Service.

**IN WITNESS WHEREOF**, the undersigned authorized representatives of Customer and Equinix have read the foregoing and all documents incorporated herein and agree to and accept such terms.

**Customer to complete:**

*Customer warrants and represents that the individual signing below has full authority to execute this Agreement on behalf of Customer.*

Customer Name: County of Monterey  
(Complete Legal Name)

Authorized Signature:

Printed Name:

Title:

Street address for notices:

Attn.:

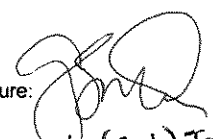
Phone:

Facsimile number: \_\_\_\_\_

Electronic mail address:

**EPS to complete:**

*EPS warrants and represents that the individual signing below has full authority to execute this Agreement on behalf of EPS.*

Authorized Signature: 

Printed Name: Gonzalo (sal) Torres, Esq.

Title: Sr. Director, Legal, Commercial Transactions

Street address for notices:

102 W 38th Street, 6th Floor  
New York, NY 10018  
Attn.: Chief Financial Officer

Legal Notices:

One Lagoon Drive  
Redwood City, California 94065, USA  
Phone: +1 650-598-6000  
Facsimile number: +1 650-618-1857  
ATTN: Deputy General Counsel

