

MASTER COUNTRY AGREEMENT**UNITED STATES**

This Master Country Agreement (United States) (the "**MCA (US)**") which also may be referred to as "**MSA**") is entered into on July 25, 2017 (the "**Effective Date**") by and between the undersigned customer ("**Customer**") and Equinix LLC, for and on behalf of itself or its Affiliates, each of whom may provide use of Licensed Space and Services pursuant to an agreed Order from time to time (and each referred to herein as "Equinix"). Customer and Equinix may be referred to collectively as "Parties" or individually as a "Party".

In consideration of the mutual covenants and conditions set forth below, Equinix and Customer agree as follows:

1. This MCA (US) incorporates the Global Terms and Conditions attached as Attachment A ("GTCs") and all other attachments to this MCA (US). The term "Agreement" as used in this MCA (US) and in the GTCs shall mean this MCA (US) and everything incorporated by reference into this MCA (US) and in the GTCs, including the Policies and all Orders. Capitalized terms used but not defined in this MCA (US) shall have the meaning ascribed to them in the GTCs.
2. This Agreement will be governed in all respects by the internal laws of the state of California without regard to its conflict 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.
3. Customer will not file a mechanic's lien or similar lien on, or in connection with, the Licensed Space or IBX Centers. Without limiting the foregoing, in the event a mechanic's lien or similar lien is filed on or in connection with, the Licensed Space or IBX Centers, Customer will be responsible for the immediate satisfaction, payment or bonding of any such lien. In no event will Customer's Equipment be construed as fixtures.

Executed as an Agreement, which shall not take effect until signed by both Parties below.

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, CA
(Complete Legal Name)

Authorized Signature:

Printed Name:

Title:

Street address for notices:

Phone:


Facsimile number:

Electronic mail address:

Equinix to complete:

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

Equinix LLC

Authorized Signature: 

Printed Name: **Gonzalo (Said) Torres, Esq.**

Title: **Sr. Director, Legal, Commercial Transactions**

Street address for notices:

Equinix LLC
One Lagoon Drive, 4th Floor
Redwood City, California 94065, USA

Phone: +1 650-598-6000

Facsimile number: +1 650-618-1857

Attachment A

Global Terms and Conditions

The remainder of this page is intentionally blank.



NOTE REGARDING USE OF THIS DOCUMENT: These Global Terms and Conditions ("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 GTCs and applicable MCAs are fully executed.

Agreement Number: 00083142.0

GLOBAL TERMS AND CONDITIONS

1. ORDERING AND PROVISION OF LICENSED SPACE AND SERVICES

Customer may request Licensed Space and Services from Equinix by placing Order(s). Upon agreement of Order(s), Equinix shall provide Licensed Space and Services to Customer pursuant to this Agreement.

2. PAYMENT TERMS AND TAXES

a. Fees will accrue from the Billing Commencement Date and Customer will be liable for Fees for the full term specified in each Order. Customer will pay in full all invoices from Equinix in the currency stipulated in the Order within thirty (30) days after the Customer's receipt of invoice. For the purposes of this section, receipt shall be presumed to occur five (5) days after mailing if sent via regular mail, two (2) business days if sent via overnight courier or the date of dispatch of sent via electronic mail. Interest shall be charged on past due amounts at the lower of (i) one and a half percent (1.5%) per month; or (ii) the highest rate permitted by applicable law. Unless otherwise mutually agreed, Equinix will invoice monthly in advance for all recurring Fees and in arrears for usage-based or non-recurring Fees.

b. Customer may, in good faith, dispute any 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 within thirty (30) days after receipt of Customer's notice.

c. All amounts payable by Customer to Equinix under this Agreement exclude Taxes. Customer shall be responsible for (i) Taxes related to its activities and the ownership and operation of Customer's Equipment and (ii) Taxes imposed, levied or assessed thereon 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. ACCESS TO AND USE OF THE IBX CENTERS

a. Subject to the terms and conditions of this Agreement, Customer will have access to the Licensed Space twenty-four (24) hours per day, every day of the year.

b. Customer will comply with the Policies, which have been furnished to Customer and are incorporated herein by reference. Equinix may modify the Policies from time to time effective upon notice. Customer may terminate an Order for a Licensed Space if Equinix modifies the Policies in a way that materially adversely affects Customer's use of the Licensed Space and the Services in such Licensed Space and Customer provides written notice of termination within ten (10) days from the date of Equinix's notice.

c. Customer may sublicense Licensed Space to a Sublicensee provided that (i) the terms and conditions of such sublicense will be no less restrictive than this 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 this 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 this Agreement including the payment of all amounts owed under this Agreement.

d. Customer will be responsible and liable for all acts or omissions of Customer's Authorized Persons, Accompanying Persons, Associated Entities and for any equipment or services not provided by Equinix. Customer will indemnify, defend and hold harmless the Equinix Parties from any and all liability, loss, damages, costs and expenses for third-party claims brought by, arising from or related to Customer's Authorized Persons, Accompanying Persons or Associated Entities.

e. This 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 this 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 this Agreement. This Agreement is subject and subordinate to the leases for the IBX Centers and all superior instruments to such leases. 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 AND LIMITATION OF LIABILITY

a. Each Party represents, warrants and covenants that it will comply with all applicable laws and regulations in connection with this Agreement. Equinix represents warrants and covenants that it shall provide the Licensed Space and perform the Services in a professional and workmanlike manner. Customer represents warrants and covenants that it will maintain throughout the Term the legal right and authority (including regulatory consents) to operate, configure, install, maintain and repair Customer's Equipment as contemplated by this Agreement.

b. 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..

c. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY 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.

d. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EQUINIX'S TOTAL LIABILITY TO CUSTOMER IN THE AGGREGATE FOR THE ENTIRE TERM (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 THIS AGREEMENT (INCLUDING ATTORNEY'S FEES) WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO EQUINIX FOR THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST CLAIM AROSE. 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 AMOUNT OF THE FEE FOR SUCH SERVICES PROVIDED ON THE OCCASION GIVING RISE TO THE CLAIM.

e. THE LIMITATIONS SET FORTH IN SECTIONS 4(c) AND 4(d) WILL APPLY TO ALL CLAIMS AND CAUSES OF ACTION, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY.

f. The Parties each waive the right to bring any claim against the other arising out of or in any way relating to an Order more than four (4) years after the date such Order expires or is terminated. Each Party recognizes and agrees that the warranty disclaimers, limitations of liability and remedy limitations in this Agreement are materially bargained for by the Parties.

5. INSURANCE

a. Customer agrees to maintain appropriate insurance, at its expense, during the entire time this Agreement is in effect, which, at a minimum, shall extend to cover its full obligations and potential liabilities under this Agreement, including, but not limited to, the Customer Equipment and any loss or damage to the IBX Center or third parties caused by Customer Parties, Customer's Associated Entities, Authorized Persons and Accompanying Persons and death or personal injury to any of those Customer Parties, Associated Entities, Authorized Persons and Accompanying Persons.

b. Customer has furnished Equinix with a letter of certification, attached as Exhibit B, evidencing the minimum levels of insurance set forth herein. Customer waives any rights of subrogation on any policies referenced above.

6. TERM, TERMINATION AND SUSPENSION

a. This Agreement commences on the effective date of the applicable MCA and terminates on the date the last Order then in effect expires or is terminated. A termination of this Agreement shall terminate all Order(s).

b. Either Party may terminate this Agreement by giving written notice to the other Party if the other Party breaches any

material term or condition of this Agreement and fails to cure such breach within thirty (30) days (ten (10) days in the case of a failure to pay Fees) after receipt of such notice. If Customer fails to cure a monetary breach, Customer will be responsible for all collections costs including reasonable attorneys' fees. 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 sixty (60) days after receipt of the notice, to cure the breach, provided that the breaching Party acts promptly and diligently to cure such breach.

c. Either Party may terminate this Agreement 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. Without limiting Equinix's rights under Section 6(b), Equinix may suspend the provision of the Licensed Space and/or the Services, deny access to and the removal of Customer's Equipment from the IBX Center, if Customer fails to cure any monetary breach of this Agreement within thirty (30) days after notice of the same (or within five (5) days after notice of the same if Customer's account is past due on two (2) or more occasions during a twelve (12) month period).

e. If Customer or Customer's Equipment mechanically or electrically interferes with Equinix's operation or maintenance of the IBX Center or with one or more of Equinix's other customers' use thereof and Equinix notifies Customer of this by email or phone, then Customer must promptly: (a) cease such interference, (b) provide a plan to cease such interference that is acceptable to Equinix, or (c) authorize Equinix to take action to cease such interference (billed at Smart Hands rates). If Customer fails to do this within a reasonable time not to exceed one (1) hour, then Equinix may suspend the provision of the Licensed Space and/or Services. If Equinix suspends the provision of Licensed Space and/or Services pursuant to this Section 6(e), unless Equinix has subsequently terminated this Agreement as permitted under this Agreement, Equinix will reverse the suspension of the provision of the Licensed Space and/or Services as soon as reasonably practical after it is reasonably satisfied that Customer has cured the breach(es) giving rise to the suspension; and Equinix may charge a reinstatement fee. Further, Equinix may terminate this Agreement if Customer's breach referred to in this Section 6(e) continues for at least five (5) days or occurs more than three (3) times in any twelve (12) month period.

7. REMOVAL OF CUSTOMER'S PROPERTY

a. Customer will remove all of Customer's Equipment on or before the expiry or termination of the applicable Order. Unless Equinix otherwise agrees in writing, failure to remove Customer's Equipment within ten (10) days from the termination of the applicable Order, or within thirty (30) days if the Order is terminated due to Equinix's material breach, will constitute abandonment of Customer's Equipment under the laws of the jurisdiction where the abandoned property is located, and Equinix will be entitled to pursue all available legal remedies, including, without limitation, and at Customer's risk and expense: (i) immediately removing Customer's Equipment and storing it at an on-site or off-site location; (ii) shipping it to Customer; or (iii) upon thirty (30) days' prior written notice to Customer, liquidating it and retaining 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 notice.

8. CONFIDENTIAL INFORMATION

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; (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; and (c) the terms of this Agreement. The design of the IBX Centers, the Licensed Space, the Services provided, equipment used at the IBX Centers, the configuration of cables, networks and services 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 this 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 from the disclosing Party without its prior written consent, except where (i) if in the opinion of counsel, 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 this 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 this Agreement (except that such agreement need not be obtained for disclosures to a court, regulator or arbitrator).

c. 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 this Section 8, and provided prior written consent is obtained, (i) 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; and (ii) Equinix may display Customer's name, logo, presence in the IBX Centers and other information uploaded by Customer on the Equinix Marketplace.

9. MISCELLANEOUS

a. Notice. 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 or e-mail (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. Notwithstanding anything to the contrary in this Agreement, notices relating to Policies sent by Equinix shall be presumed to be received five (5) days after mailing if sent by mail, two (2) days later if sent by overnight courier or on the date of dispatch if sent by e-mail.

b. Entire Agreement. This Agreement, including these GTCs and the Equinix Service Level Agreement set out in Exhibit A to these GTCs constitutes the entire agreement between the Parties with respect to the subject matter of this 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 this 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 this Agreement, but nothing in this Section 9(b) shall limit or exclude a Party's liability for fraud. 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 will be deemed an original, but all together will constitute one and the same instrument. Except where otherwise expressly stated herein, this Agreement may be amended only by the written agreement of both Parties.

c. 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.

d. Survival. Sections 3(d), 4(c) – (f), 7 and 9(d) will survive the termination of this Agreement. Section 8 will survive for three (3) years after termination of this Agreement.

e. Subcontracting and Transfer. Equinix may permit any other Equinix Company, 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.

f. 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, labor strike, terrorist act, fire, flood, earthquake, health epidemic or any law, order, regulation or other action of any governing authority or agency.

g. Conflicts. All Orders are subject to the terms and conditions of this Agreement. In the event of ambiguity, conflict or inconsistency among the documents comprising this 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.

h. Business Contact Information. "Business Contact Information" or "BCI" means business contact data (including, but not limited to, data processed in CRM databases and data that is set out on access lists at any IBX Center from time to time) containing personal and/or private information relating to business contact information (mainly first name, last name, business phone numbers, business email and business address) of Customer, its agents, employees or any Authorized Person of the Licensed Space and Services (including third-party consultants, contractors or partners, and Sublicensees with whom Customer has a contractual relationship) and whose use, processing or transfer is regulated by law or regulation as "personal data".

Customer acknowledges that Equinix and Equinix Parties will, by virtue of the performance of the Agreement, come into possession of BCI as a Data Controller (as defined under European laws and regulations or its equivalent under any local data protection and privacy laws). Customer acknowledges and agrees that Equinix and Equinix Parties may use, process and/or transfer BCI (i) in connection with the provision of Licensed Space and Services; (ii) to incorporate BCI into databases controlled by Equinix and Equinix Parties for the purpose of account administration, billing and reconciliation; operational maintenance and support activities; security, fraud detection and prevention; and, subject to BCI being previously anonymized, customer and market analysis and reporting; and (iii) to communicate to Customer by voice, letter, fax or email regarding products and services of Equinix or Equinix Parties or third parties through the Equinix Marketplace. Customer may withdraw consent for the use, processing or transfer of BCI as set out in (iii) above upon written notice to Equinix. Customer acknowledges that it has the right to access BCI upon written notice and have any agreed errors in such BCI rectified or deleted, or to request additional information on the use, processing and/or transfer of its BCI.

Where BCI is to be transferred by Equinix and Equinix Parties 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)) for the purposes set out above under this clause, Equinix 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.

For the avoidance of doubt, Customer acknowledges 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 the 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.

Customer undertakes to inform its agents, employees or any Authorized Person of the Licensed Space and Services such as its consultants, contractors or partners (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, and where applicable.

i. International Security Concerns. Customer represents, warrants and covenants that Customer: (i) is compliant with applicable Sanction Laws; (ii) is not listed, or owned or controlled by an entity or person, on the U.S. Department of Treasury list of Specially Designated Nationals, or located in or organized under the laws of a country subject to U.S. or E.U. embargo (collectively, "Restricted Persons"); (iii) is not providing services in connection with this Agreement to Restricted Persons, including any Sublicensees; and (iv) will not use the Licensed Space and Services, or allow them to be used, for any purposes prohibited by applicable Sanction Laws, including nuclear, chemical, or biological weapons proliferation or development of missile technology. Notwithstanding any other provision in this Agreement, Equinix reserves the right to terminate this Agreement immediately upon written notice to the Customer if Equinix reasonably determines that Customer is not in compliance with this Section 9(i) or is causing Equinix to be exposed to violations under Sanction Laws.

j. 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.

The Parties are independent contractors, and this 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.

There are no third-party beneficiaries to this Agreement.

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.

Each MCA (i) is only binding upon the MCA Signatories and not upon any other Equinix Company or Customer Affiliate and (ii) only affects Orders placed under that MCA. For avoidance of doubt, no other Equinix Company or Customer Affiliate except the MCA Signatories are required to agree to any of the terms and conditions set forth in that MCA. The Equinix Company that enters into an Order with Customer for Licensed Space and Services shall provide the Licensed Space and Services in accordance with this Agreement, and no other Equinix Affiliate shall be jointly or severally liable with such Equinix Company for the provision of Licensed Space and performance of the Services.

10. DEFINITIONS

Capitalized terms used herein but not otherwise defined will have the meaning ascribed to them in this Section 10 or the applicable MCA.

Accompanying Person: Each person (other than an employee of Equinix) accompanied by an Authorized Person while at an IBX Center.

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: The meaning given to such term in the relevant 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, Authorized Persons or Accompanying Persons, (ii) any of Customer's end users and (iii) Sublicensees.

Authorized Person: Each person included on the most recent list of Authorized Persons given to Equinix by Customer in accordance with Equinix's then-current form and procedures, who may be authorized by Customer to, for example, access an IBX Center, place Orders on an Equinix customer care website or act as Customer's shipping contact.

Billing Commencement 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 Billing Commencement Date or Order 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.

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 provided, owned or controlled by Customer, Customer's Affiliates, Customer's Authorized Persons, Accompanying Persons or Associated Entities (including wiring and connections between such equipment and Customer's demarcation equipment), excluding Cross Connects or Equinix's demarcation equipment.

Equinix Company: An Affiliate of Equinix, Inc.

Equinix Marketplace: A portal established and operated by Equinix whereby the Customer may promote its own products and services to other customers or prospective customers of Equinix or obtain information about procuring products and services from other Equinix customers, known as the "Marketplace" or such other future marketing medium with a similar purpose aimed at current or potential Equinix customers.

Equinix Parties: Equinix and the Affiliates, owners, officers, directors, employees, and agents of Equinix.

Fees: Charges and fees for Licensed Space and Services charged to Customer by Equinix, exclusive of Taxes.

IBX Centers: The International Business Exchange Centers in which Customer receives Licensed Space and Services from Equinix pursuant to an Order.

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 this Agreement and identified in the Orders as to the amount of space. Equinix will determine at all times the exact location in the IBX Centers where the Licensed Space will be located, and Equinix will notify Customer accordingly.

CUSTOMER TO COMPLETE:
Acknowledged and agreed.

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

Online Order: An Order placed via the Equinix customer care website 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 this 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: Equinix's procedures, rules, regulations, product exhibits and policies, security practices and policies for the IBX Centers, as amended from time to time, which are located at [<http://www.equinix.com/resources/product-documents/ibx-policies/>].

Sanction Laws: All applicable sanction or embargo laws and regulations from time to time, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC") and any other enabling legislation or executive order relating thereto.

Services: All services, goods and other offerings provided by Equinix under an Order pursuant to this 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: A customer of Customer or other 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.

Term: The duration of this Agreement as determined under Section 6(a) of these GTCs.

Unavailable: The meaning given to such term in the context of a service level specified in the Equinix Service Level Agreement set out in Exhibit A to these GTCs, and "Unavailability" will be construed accordingly.

EQUINIX TO COMPLETE:
Acknowledged and agreed.

Customer Company Name:

COUNTY OF MONTEREY, CA
(Complete Legal Name)

Authorized Signature:

Printed Name:

Title:

Authorized Signature:



Printed Name: Gonzalo (Sal) Torres, Esq.

Title: Sr. Director, Legal, commercial Transactions



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

The purpose of this Licensed Space and Colocation Service Description and Service Level Agreement ("SLA") is to describe the Licensed Space and Colocation services Equinix will deliver to Customer, define measurable performance levels, and specify remedies available to Customer if these levels are not achieved. Words capitalized but not defined in this SLA will have the meaning defined in the Agreement.

1. **Licensed Space and Interconnection** – Licensed Space is situated within the Equinix IBX listed on the Order and includes the following features:

- a. **Security/Access Controls**. Equinix provides a secure colocation environment with the following:
 - i. **Building Perimeter Security** – Equinix continually monitors all entrances and exits to each IBX. Specific architectural features and physical construction of individual IBXs provide additional security and differ by location.
 - ii. **Colocation Area Security** – Within each IBX, the colocation area is protected by additional security measures to form multiple layers of security. Examples of such security measures 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 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.
- b. **Climate Control**. Equinix controls the climate in the colocation area to ensure 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%.
- c. **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.
- d. **Cross Connects**. Cross Connects permit Customers to connect their equipment to other Equinix customer equipment or Equinix interconnection exchanges located within an IBX or between IBXs on a single Equinix campus. Cross Connects are available in multiple media types.

2. **Availability and Credit Remedies**

- a. **Electrical Power**
 - i. **Redundant Power at 99.999+% availability**. This is met by achieving less than twenty six (26) seconds of Unavailability over a calendar month period ("Redundant Power SLA Threshold") per cabinet. For the purposes of this paragraph, a Redundant Power circuit pair 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 simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power. Subject to Section 3, if Unavailability exceeds the Redundant Power SLA Threshold, Customer will be entitled to a credit equal to 1/30th of the number of affected Cabinets multiplied by the average power MRC per Cabinet (i.e. total power MRC divided by the total number of Cabinets) ("Loaded Cabinet MRC"). Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Redundant Power SLA Threshold.
 - ii. **Non-Redundant Power at 99.99+% availability**. This is met by achieving less than four (4) minutes of Unavailability over a calendar month ("Non-Redundant Power SLA Threshold") per cabinet. For the purposes of this paragraph, a Non-Redundant Power circuit 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. Subject to Section 3, if Unavailability exceeds the Non-Redundant Power SLA Threshold, Customer will be entitled to a credit equal to 1/30th of the Loaded Cabinet MRC for the affected Loaded Cabinet. Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Non-Redundant Power SLA Threshold.
- b. **Climate Control**
 - i. **Temperature at 99.99+% availability**. This is met by achieving less than four (4) minutes of Unavailability over a calendar month ("Temperature SLA Threshold") per cabinet. For the purposes of this paragraph, Temperature is considered Unavailable when the temperature drops below 64.4 F (18 C) or exceeds 80.6 F (27 C). Subject to



Section 3, if Unavailability exceeds the Temperature SLA Threshold, Customer will be entitled to a credit equal to 1/30th of the Loaded Cabinet MRC for the affected Loaded Cabinet. Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Temperature SLA Threshold.

- ii. Humidity at 99.99+% availability. This is met by achieving less than four (4) minutes of Unavailability over a calendar month ("Humidity SLA Threshold") per cabinet. For the purposes of this paragraph, Humidity is considered Unavailable when the humidity drops below twenty five percent (25%) or exceeds sixty-five percent (65%). Subject to Section 3, if Unavailability exceeds the Humidity SLA Threshold, Customer will be entitled to a credit equal to 1/30th of the MRC for the affected Loaded Cabinet. Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Humidity SLA Threshold.

c. Cross Connects

- i. Cross Connect at 99.99+% availability. This is met by achieving less than four (4) minutes of Unavailability over a calendar month ("Cross Connect SLA Threshold") per Cross Connect. A Cross Connect is considered Unavailable when the passive physical media that Equinix uses for the Cross Connects fails and the endpoints of the Cross Connect are not able to maintain a communication connection due to such failure. Subject to Section 3, if Unavailability exceeds the Cross Connect SLA Threshold, Customer will be entitled to a credit equal to the MRC for the affected Cross Connect.
- ii. Cross Connect Provisioning Intervals. Upon Equinix acceptance of valid Customer request, Equinix will install additional Cross Connects into Customer's existing Licensed Space as follows:

Cross Connect Type	Number of Cross Connects	Provisioning Interval	SLA Credit
Plus	Up to 3 per day	3 Business Days	100% NRC
Premium	Up to 3 per day	24 Hours	100% NRC

Note: These intervals only apply to IBXs listed here: <http://www.equinix.com/resources/product-documents/equinix-ibx-classification/>.

3. General

Notwithstanding anything to the contrary in this SLA or the Agreement the following provisions apply to all Licensed Space and Services: The credits set forth in this attachment are Customer's sole and exclusive remedy if Equinix fails to meet the service level thresholds stated herein. In any calendar month the maximum credit to which Customer shall be entitled will not exceed the MRC for such Licensed Space or Service. 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 is measured from Customer's notification to Equinix of the incident to the time the Unavailability has been remedied as confirmed by Equinix. For avoidance of doubt, Equinix measures Temperature and Humidity Unavailability 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. Customer shall 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: acts of God, war or acts of terrorism, labor strikes or other labor action, fire, flood, earthquake, landslide, earth movement, hurricane, typhoon, tsunami, volcanic eruption or other natural disaster, riot or civil unrest, official orders from judicial, law or civil authorities, scheduled maintenance, Customer's equipment, actions or inactions of Customer or its representatives, actions or inactions outside of Equinix's reasonable control; or if Customer does not request a credit from Equinix in writing at the appropriate country contact within seven (7) days after the incident entitling Customer to a credit has been remedied. 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
CERTIFICATION OF APPROPRIATE INSURANCE

MONTEREY COUNTY

RISK MANAGEMENT DIVISION

STEVE MAUCK
RISK MANAGER

155 W. ALisal STREET 5TH FLOOR
SALINAS, CA 93901-2880
P: (831) 755-5046
F: (831) 755-5081
WWW.CO.MONTEREY.CA.US



June 9, 2017

Equinix
One Lagoon Drive
Redwood City, CA 94065

RE: County of Monterey, Information Technology – Agreement with Equinix

By this letter I hereby certify that the County of Monterey is lawfully self-insured for purposes of General Liability and Automobile Liability related to County sanctioned activities.

By order of the Board of Supervisors, the County of Monterey maintains a \$1.5 million reserve fund to cover occurrences within a self-insured retention level set by the Board. Above the self-insured retention, the County maintains a primary excess layer through the Princeton Excess & Surplus Lines Insurance Company with a master policy number N1A3RL0000095-02, effective 7/1/2016-7/1/2017.

This policy and its limits are inclusive of EPL, Employment Practice Liability (EPL), Errors and Omissions Liability (E&O), and property damage.

Through a Joint Powers Authority Agreement with other counties, the CSAC Excess Insurance Authority, the County purchases a broad form property policy covering fire, vandalism, extended coverage, business interruption, etc. This coverage is underwritten by Lloyd's of London and various insurers under master policy #EIAPPR-16-19.

The County is self-insured for purposes of Workers' Compensation with statutory limits.

Respectfully,

Kari Picoli DeMarco
Sr. Secretary-Confidential
County of Monterey, Risk Management

c: Lynette Beardsall, Information Technology Department