

EQUINIX ORDER



Account Name : COUNTY OF MONTEREY, CA
Account Number : 544177 **Currency** : USD
Order Number : 1-113737438916 **Order Valid Until** : 22-Sep-2017
Version # : 6
Initial Term (Months) : 12
Renewal Period (Months) : 12
Non-renewal notice (Days) : 90

PREPARED BY:
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PREPARED FOR:
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 8317596991

IBX: SV3							
Address: 1735 Lundy Ave, San Jose, United States							
Product Code	Product Description	Qty	UoM	Unit Pricing		Total Charges	
				NRC	MRC	NRC	MRC
SPC00006	Secure Cabinet With kVA Based Power	1	Each	-	-	\$2,500.00	\$1,188.00
CAG00001	Cage-1 Cabinets	2.4	kVA	-	\$247.50	-	\$594.00
CAG00001	Cage - Installation Fee	1	Each	\$1,500.00	-	\$1,500.00	-
CAB00001	Cabinet-2.4 kVA	1	Each	-	\$0.00	-	\$0.00
POW00001	AC Power	2.4	kVA	-	\$247.50	-	\$594.00
POW00003	AC Circuit-208v-30-amp-Single Phase-Primary	1	Each	-	\$0.00	-	\$0.00
POW00003	AC Circuit - Installation Fee-208v-30-amp-Single Phase-Primary	1	Each	\$500.00	-	\$500.00	-
POW00003	AC Circuit-208v-30-amp-Single Phase-Redundant	1	Each	-	\$0.00	-	\$0.00
POW00003	AC Circuit - Installation Fee-208v-30-amp-Single Phase-Redundant	1	Each	\$500.00	-	\$500.00	-
ECX00001	Cloud Exchange Metro Port	1	Each	-	\$100.00	\$500.00	\$100.00
ECX00001	Cloud Exchange - Port Installation Fee-1G	1	Each	\$500.00	-	\$500.00	-
ECX00001	Cloud Exchange Port-1G	1	Each	-	-	-	\$0.00
CC00001	Network Cable Connection	1	Each	-	-	-	\$0.00
MC00001	Metro Connect Port-1G	1	Each	-	-	-	\$0.00
ECX00001	Cloud Exchange Metro Port	1	Each	-	\$100.00	\$500.00	\$100.00
ECX00001	Cloud Exchange - Port Installation Fee-1G	1	Each	\$500.00	-	\$500.00	-
ECX00001	Cloud Exchange Port-1G	1	Each	-	-	-	\$0.00
CC00001	Network Cable Connection	1	Each	-	-	-	\$0.00
MC00001	Metro Connect Port-1G	1	Each	-	-	-	\$0.00

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Product Code	Product Description	Qty	UoM	Unit Pricing		Total Charges	
				NRC	MRC	NRC	MRC
Section Total						\$3,500.00	\$1,388.00

Grand Total	
Monthly recurring charge:	\$1,388.00
Non-recurring charge:	\$3,500.00

TERMS AND CONDITIONS

1. INTRODUCTION

This Order is governed by and incorporated by reference into the applicable Master Country Agreement or other similar agreement between the Parties ("Agreement").

Capitalized words used but not defined in this Order shall have the meaning ascribed to them in the Agreement or shall refer to the values listed at the top of this Order.

2. DEFINITIONS

'Effective Date' as used in this Order (which may also be referred to as "Billing Commencement Date") shall be the date stated above or, if no such date is stated above, then the date the Licensed Space is provided or the Services are delivered.

'Products' as used in this Order may also be referred to as Licensed Space and/or Services.

PRODUCT TERMS

Additional terms and conditions applicable to the Products listed above can be found at the following URL: <http://www.equinix.com/resources/product-documents> and which are incorporated by reference into this Order.

3. INITIAL TERM & RENEWAL PERIOD

The Initial Term will commence on the Effective Date and will remain in effect through the Initial Term.

After the Initial Term, the term will automatically renew for the Renewal Period unless either Party terminates the Order by providing written Non-renewal notice prior to the end of the then-current term to the other Party in which event this Order will terminate at the end of the then-current term.

4. POWER LIMITATIONS



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The maximum amount of electrical power that Customer may draw ("Draw Cap") is specified as "Qty/kVA" or kW amount listed above. Customer may not draw more power than the Draw Cap. If Customer exceeds the Draw Cap, Equinix will notify Customer and Customer must reduce power draw to be equal to or less than the Draw Cap within 72 hours (or as otherwise agreed) or Equinix may, in its sole discretion, either charge Customer for the power overage at twice the then-current MRC/kVA rate for Licensed Space and power Services, or suspend Customer's power to return to Draw Cap compliance.

5. PRICE & PRICE INCREASE


Customer's obligation to pay the Fees for the Licensed Space and Services shall begin on the Effective Date.

Notwithstanding anything in this Order to the contrary, all Fees for those Products in the Price Increase Terms may be subject to the Price Increase with effect from the date stated in the Price Increase Terms and every twelve (12) months thereafter, except where a change in Equinix's direct electrical supply costs exceeds the Price Increase value listed below then Equinix may change the Fees for power Services by such increased cost.

Price Increase Terms	
First Price Increase Applicable After	12 months
All Products Price Increase %	5 %

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COUNTY OF MONTEREY, CA		Equinix LLC, on behalf of itself and its U.S. Affiliates	
Signature: Name: Title: Date:	Billing Contact Name: Billing Address: Phone Number: Email Address:	Equinix Local Entity Address One Lagoon Drive, 4th Floor Redwood City CA United States 94065	Signature:  Name: Bob Bosco Title: Director, Order Management Date: 08-Aug-2017