



Company Name: County of Monterey
MSA: MSA1519959

Cyxtera Master Services Agreement

THIS MASTER SERVICES AGREEMENT ("MSA") is by and between Cyxtera Communications, LLC and its Affiliates ("Cyxtera") and the County of Monterey ("Customer") and is entered into as of the date it is executed by both parties ("Effective Date").

1. Services. Cyxtera will provide the Services in accordance with the Agreement. The "Agreement" means this MSA plus all applicable Service Schedules, Service Guides, Service Appendices, Service Exhibits, Service Orders, Order Forms, Statements of Work ("SOWs"), service level agreements ("SLAs"), pricing attachments, and any other documents that are expressly incorporated herein (collectively "Service Attachments"). Cyxtera will not be bound by any order or SOW until it is accepted by Cyxtera. The Agreement applies only to Customer and the Cyxtera Affiliate identified in the Service Attachments applicable to the particular Service ordered.

2. Term. The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

3. Billing. Billing for each Service shall commence on the Billing Commencement Date ("BCD"), as defined in the applicable Service Attachment. Except as may otherwise be set forth in the applicable Service Attachment, (a) monthly recurring charges ("MRCs") will be billed monthly in advance, (b) varying or usage-based charges will be billed monthly in arrears and (c) installation or other non-recurring charges ("NRCs") will be billed upon the Billing Commencement Date.

4. Payment.

4.1. Invoiced amounts are due in full within thirty (30) days after the County Auditor Controller receives an invoice certified as correct by Customer's Information Technology Department, ("Due Date") but in no event shall such certification extend the Due Date more than five (5) business days. In addition to the Service charges, Customer will pay all applicable Taxes and Government-permitted Charges. Any amount not received by the Due Date will be past due and subject to interest at the lesser of 1 1/2% per month or the highest rate permitted by applicable law and attorneys'

fees and costs incurred by Cyxtera in collecting such amounts. Customer's payments to Cyxtera must be in the form of wire transfer, ACH, or, if available, via any Cyxtera approved payment portal (e.g., Savvisstation.com). Cyxtera's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. Cyxtera reserves the right to charge administrative fees when Customer's payment and invoice preferences deviate from Cyxtera's standard practices. Provision of Services is subject to Cyxtera's credit approval of Customer. Additionally, Cyxtera may require a deposit or other security if Customer has failed to pay its invoices by the Due Date three times in any 12-month period or if there has been a material, adverse change in its financial condition. Cyxtera may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses. Notwithstanding any other provision to the contrary and not more than once per calendar year, Cyxtera may increase the charges applicable to any Service provided hereunder in an amount not to exceed the latest annual increase in the Consumer Price Index specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in Cyxtera's written notice thereof to Customer. Cyxtera may otherwise increase applicable charges as set forth on a particular Service Schedule and/or Service Order or upon prior written notice during any automatic renewal term.

4.2. To dispute a charge on an invoice, Customer must identify the specific charge in dispute and provide a written explanation of the basis of the dispute, with additional detail as may be required by any Service Attachment. Customer may withhold payment of the disputed amount if Customer makes timely payment of all undisputed charges by the Due Date. The parties will work in good faith to resolve the dispute. If Cyxtera determines that a disputed charge is in error, Cyxtera will issue a credit or reverse the amount incorrectly billed. If Cyxtera determines in good faith that a disputed charge was billed correctly, Customer's payment will be due no later than 10 days after Cyxtera

1519959-01-1-7



Company Name: County of Monterey
MSA: MSA1519959

provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

4.3. Alternative Funding. Customer will not pay for the Services with funds obtained from governmental agencies or through stimulus grants or loans or other programs, including the American Recovery and Reinvestment Act, that would obligate Cyxtera to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

5. Compliance and Security. Each party shall comply with all laws and regulations applicable to the provision (in the case of Cyxtera) and use (in the case of Customer) of the Services provided hereunder. Cyxtera has adopted, implemented, and shall maintain throughout the Term, a corporate information security program designed to comply with applicable laws and protect "Customer Data" from loss, misuse and unauthorized access or disclosure. Such program includes annual employee security awareness training and formal information security policies and/or procedures. The Cyxtera information security program is subject to reasonable changes by Cyxtera from time to time. Customer will ensure that all customer data stored or transmitted via the Service complies with all applicable laws and reasonable information security practices, including those involving encryption. As of the Effective Date, Cyxtera has completed an AICPA sanctioned Type II audit report (i.e., SSAE16/ISAE3402 SOC 1 or AT-101 SOC 2) in certain data centers and intends to continue to conduct such audits pursuant to a currently sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report, which is Cyxtera Confidential Information. Customer may make such report available to its End Users subject to confidentiality terms provided by Cyxtera.

6. Use of Service: Customer will not use Services: (a) for fraudulent, abusive, or unlawful purposes or any other unauthorized or attempted unauthorized use, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; or (b) in any manner that causes interference with Cyxtera's or another's use of the Cyxtera-provided network or

infrastructure. Customer will cooperate promptly with Cyxtera to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable. Customer and its End Users will not use or access the Services or any Cyxtera data center in a manner that: materially interferes with or harms the Cyxtera infrastructure or any third parties; or is tortious or violates any third party right. Cyxtera may suspend the affected Service if Customer violates this Section. Cyxtera will attempt to notify Customer in writing prior to suspending Service. However, Cyxtera may terminate for Cause or suspend Service without notice if Cyxtera becomes aware of a violation of any applicable law or regulation or of activity that exposes Cyxtera to criminal or civil liability or that exposes the Cyxtera network, Cyxtera property or Cyxtera customers' network or property to harm.

7. Termination.

Either party may terminate the Agreement or affected Services for Cause, including Customer's use of Service in an unauthorized or unlawful manner or violation of the Use of Service provisions in Section 6 above; (i) upon thirty (30) days prior written notice in the event of a material, uncured breach of the Agreement (unless a different notice period is expressly set forth in the Agreement); or (ii) in accordance with any other express term contained in the Agreement. Cyxtera may suspend Service or terminate the affected Service: (a) upon five (5) days' notice in the event of any uncured payment default; or (b) upon notice in the event Customer violates Section 6. If the Service or this Agreement is terminated either by Cyxtera for Cause or by Customer for any reason other than Cause prior to the conclusion of the applicable Service term, then Customer shall be liable for: (a) unless otherwise set forth on a Service Order an early termination charge equal to 50% of the then current MRC for the affected Services multiplied by the number of months remaining in the Service term; (b) Service charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon Cyxtera (e.g., ordered equipment, licenses, carrier termination charges). The parties agree that any cancellation fees and early termination charges set forth in the Agreement constitute liquidated damages based on fairly estimated harm to Cyxtera and are not intended as a penalty. If a particular Service is terminated upon which another service is dependent, all such dependent

1519959-01-2-7



Company Name: County of Monterey
MSA: MSA1519959

services shall be deemed to be terminated as well.

8. Disclaimer of Warranties. THE SERVICES PROVIDED BY CYXTERA UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CYXTERA MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF CUSTOMER. THE PREVIOUS DISCLAIMERS WILL NOT LIMIT CUSTOMER'S ABILITY TO SEEK ANY APPLICABLE SLA REMEDIES.

9. Limitation on Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

9.1. CONSEQUENTIAL DAMAGES: NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, CONSEQUENTIAL DAMAGES, ANY LOST OR IMPUTED PROFITS OR REVENUES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

9.2. Claims Related to Services. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA, if any, or applicable Service Appendix or Service Exhibit for the affected Service. The exclusive SLA remedies will not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc.

9.3. Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or tangible personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability is limited to proven direct damages. Proven direct

damages for tangible personal property will not exceed the fair market replacement value of the affected property (excluding data, software and firmware).

9.4. OTHER DIRECT DAMAGES: EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 BELOW, EACH PARTY'S MAXIMUM LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE THE TOTAL MRCS, NRCS, AND USAGE CHARGES PAID BY CUSTOMER TO CYXTERA UNDER THE AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION ("DAMAGE CAP").

10. Indemnification. Each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death that is alleged to have been caused by the negligence or willful misconduct of the indemnifying party. The personal injury or death indemnification obligation described in this section is not subject to the Damage Cap. Customer will also defend and indemnify Cyxtera, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users, or violation of the Use of Service provision.

11. Intellectual Property Infringement. Cyxtera will, at its own expense, defend Customer against any claim, demand or suit made or brought against Customer by a third party alleging that any use of a Cyxtera Service as allowed under this Agreement infringes or misappropriates the valid patent rights of a third party issued or in effect on the Effective Date in the country in which Cyxtera provides the relevant Service, and Cyxtera will pay any costs of settlement or any damages finally awarded against Customer. Cyxtera will not have any obligation under this Section if a claim arises from: (a) the combination, use or operation of any Services with any third party service or product, (b) any modification of the Services made by any party other than Cyxtera, (c) use by Customer other than the then current unaltered release of any

1519959-01-3-7



Company Name: County of Monterey
MSA: MSA1519959

software used in the Services, (d) use or operation by Customer or its agents or contractors of the Service other than in accordance with this Agreement and all instructions and documentation provided by Cyxtera, (e) services for which Customer controlled the design of such services or (f) Customer-supplied content, data, or other information. Cyxtera's obligations are expressly conditioned upon the following: (g) that Customer will promptly notify Cyxtera in writing of any allegation or notice of alleged infringement; (h) that Cyxtera will have sole control of the defense or settlement; and (i) that Customer will cooperate with Cyxtera in a reasonable way to facilitate the settlement or defense. The parties acknowledge that as a political subdivision of the State of California, any settlement is subject to approval by the Monterey County Board of Supervisors. If any Cyxtera Service becomes, or in Cyxtera's opinion is likely to become, the subject of a claim of infringement, Cyxtera will, at its option: (j) procure for Customer the right to continue using the applicable Service; (k) replace or modify the Service to provide Customer with a non-infringing Service that is functionally equivalent in all material respects; or (l) if (j) or (k) are not reasonably achievable by Cyxtera, terminate provision of the affected Service. Any third party system, equipment or software provided under this Agreement are provided without any obligation of Cyxtera to defend for any infringement or misappropriation. This Section provides the sole and exclusive obligations and remedies of the parties in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any Services provided under this Agreement.

12. Confidentiality.

12.1. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. Cyxtera's consent may only be given by its Legal Department. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party, information that is already known or is independently developed by the receiving party, or Customer Data, the obligations for which are governed by the provisions identified in

Section 5 above. Notwithstanding these provisions, the parties agree and acknowledge that Customer is a California government agency governed by the California Public Records Act and may receive requests from the public for Cyxtera's confidential information. If Customer receives a public request for confidential information, Customer will promptly notify Cyxtera of the request so that Cyxtera may seek relief from the courts. Absent an injunction prohibiting disclosure, the parties acknowledge that confidential information may be disclosable under the California Public Records Act.

12.2. Each party will use reasonable efforts to protect the other party's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own Confidential Information. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, in Customer's case—if required by the California Public Records Act, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party agrees to limit disclosure and access to Confidential Information to those of its employees, contractors, attorneys or other representatives who reasonably require such access in order to accomplish the purposes of this Agreement and who are subject to confidentiality obligations at least as restrictive as those contained herein.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Florida, without regard to its principles for resolving conflicts of law. Any legal proceeding relating to the Agreement must be brought exclusively in the Superior Court of California, Monterey County. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial.

14. Force Majeure. Neither party will be liable for any failure or delay in its performance under the Agreement (other than a failure to comply with payment obligations) due to an event beyond a party's reasonable control ("Force Majeure Event"). If a Force Majeure Event prevents the provision of Service for a period of thirty (30) days, either party may terminate the affected Service by providing thirty (30) days written notice to the other party, without liability for early termination charges, liquidated damages, or other financial penalty of any nature whatsoever.

1519959-01-4-7



Company Name: County of Monterey
MSA: MSA1519959

15. Notices. All notices required to be given hereunder shall be in writing and deemed given if sent to the addressee specified below either (a) by registered or certified mail, return receipt requested, postage prepaid, three (3) days after such mailing; or (b) by national or international overnight courier service, the next business day. Other routine operational notices (e.g., Cyxtera notice reminder of non-payment and suspension notices for Customer's violation of Section 6) may be sent via facsimile or email and these will be deemed given on the day such notice is delivered. Cyxtera will not credit charges where Customer fails to comply with such terms when disconnecting, terminating or not renewing Services purchased under the Agreement.

To Cyxtera:

For Legal notices:

Cyxtera Communications, LLC
c/o Cyxtera Technologies, Inc.
2333 Ponce De Leon Boulevard
Suite 900
Coral Gables, FL 33134
USA
Attn: Legal Department
Email: legal@cyxtera.com

AND

For Customer's Service disconnect, termination or non-renewal notices:

Cyxtera Communications, LLC
c/o Cyxtera Technologies, Inc.
1 Solutions Parkway
Town & Country, MO 63017
Attn: All Disconnects

To Customer:

County of Monterey:

Information Technology Department
1590 Moffett Street, Salinas,
United States
93905

Attn: Director, Monterey County Information
Technology Department

16. Maintenance. Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

17. Waiver. Except as otherwise expressly set forth in the Agreement, neither party's failure to insist upon strict performance of any provision of the Agreement shall be construed as a waiver of any of its rights hereunder. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement.

18. Miscellaneous. All provisions in the Agreement which by their nature are intended to survive expiration or termination shall so survive. If any term of the Agreement is held unenforceable, the unenforceable term shall be construed as nearly as possible to reflect the original intent of the parties and the remaining terms shall remain in effect. The Agreement is intended solely for Cyxtera and Customer and does not provide any third party with any right or benefit. Neither party may assign this Agreement or any portion hereof without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement or a portion thereof: (i) in the event of a merger in which the party is not the surviving entity; (ii) in the event of a sale of all or substantially all of its assets; or (iii) to any Affiliate of such party; except that Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by Cyxtera, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: the Service Schedule, the Service Exhibit, the Agreement, any Service Guide, the SLA, the Service Order(s) and SOW(s). Except as otherwise set forth herein, all amendments to the Agreement shall be in

1519959-01-5-7



Company Name: County of Monterey
MSA: MSA1519959

writing and signed by the parties' authorized representatives. This MSA together with all applicable Service Attachments constitutes the entire agreement of the parties with respect to the Services and supersedes any other prior or contemporaneous agreement or understandings, whether oral or written, related to the subject matter hereof. All handwritten or typed modifications to the Agreement which are not mutually agreed to in writing are null and void.

19. Marketing and Publicity. Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Cyxtera's consent may only be given by its Legal Department.

20. Definitions.

"Government-permitted Charges" means any additional fees, charges or surcharges assessed by Cyxtera to recover amounts that Cyxtera is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs. These charges may include federal and state charges for universal service support, telephone relay service, occupational levies and environmental assessments, energy or power consumption levies or charges, regulatory administration and similar pass-through fees, and other similar surcharges and levies or any other regulatory fees and charges.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Cyxtera of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

"Confidential Information" means any non-public business plans, analyses, forecasts, predictions or projections, technical information, business models, pricing strategies, marketing ideas, sales projections, financing plans, valuations, capitalization, budgets and other financial information of either party, that is disclosed by one party to the other party either in the formation or implementation of the Agreement.

"Customer Data" means any Customer provided information, data or materials that Customer transmits, receives, stores or processes through its use of Cyxtera Services. If information is both Confidential Information and Customer Data, it will be treated as Customer Data for purposes of this Agreement.

"End Users" means Customer's members, end users or any other third parties who use or access the Services or access Cyxtera's network or data centers via the Services.

"Service" means the service provided by the applicable Cyxtera Affiliate and/or its licensors and contractors as set forth on the Service Order or SOW.

"Service Appendix" means those additional terms pursuant to which a specific Cyxtera Affiliate may provide and Customer may purchase the Services described therein.

"Service Exhibit" means those service descriptions providing additional terms pursuant to which Cyxtera may provide and Customer may purchase the Services described therein.

"Service Guide" (or "SG") means the product-specific Service guides, customer information guides and handbooks which can be found at <http://www.Cyxtera.com/technology/service-guides>, which Cyxtera may modify from time to time, effective upon posting on the website.

"Service Order" means a service order request submitted on a form issued by Cyxtera and signed by Customer that includes the type and details of the specific Services ordered by Customer.

"Service Schedule" means those service descriptions providing additional terms pursuant to which Cyxtera may provide and Customer may purchase the Services described therein.

"SLA Attachment" means the attachment that sets forth the SLA applicable to each individual Service, if any, which provides Customer's sole and exclusive remedies for any Service quality or performance deficiencies or failures of any kind (e.g., uptime, latency). To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. Cyxtera may modify SLAs during a renewal term upon sixty (60) days' notice.

1519959-01-6-7

[***MSA1519959 *1 *644888041461269926985198403308639939291870860124*6*7***]



Company Name: County of Monterey
MSA: MSA1519959

"Taxes" means any foreign, federal, state, and local excise, gross receipts, sales, use, value added, privilege, franchise tax or other governmental charge

(other than on net income), whether imposed directly upon Cyxtera or Customer, now or in the future, attributable to or measured by the sale price, transaction amount and/or services purchased, whether invoiced as a direct charge or as a surcharge.

The parties have read and agree to the terms of this MSA and any applicable Service Attachments, all of which are made a part of the Agreement.

Cyxtera Communications, LLC

DocuSigned by:

Mitchell Fonseca

ACA9ABFC51B943D...

Name: Mitchell Fonseca

Title: VP – Product

Date: 6/27/2018

County of Monterey

Name:

Title:

Date:

1519959-01-7-7



Company Name: County of Monterey

MSA: MSA1519959

Schedule: SCHED1519959-001

CYXTERA SERVICE SCHEDULE

1. Services/Rates. This Service Schedule ("Service Schedule") sets forth the terms generally applicable across all of the services provided hereunder ("Services"), as well as terms applicable only to specific Services as noted herein. Customer will pay all applicable rates and fees set forth in the relevant Service Order and/or Statement of Work ("SOW").

2. Term. Services have a minimum term which begins on the Billing Commencement Date ("BCD") and continues for the period set forth in the relevant Service Order or SOW (the "Initial Term"), at the conclusion of which, the Service will automatically renew on a month-to-month basis at the then-current rates unless terminated by either party in writing at least thirty (30) days prior to the expiration of the then-current Service Term. The Initial Term and any renewal terms are collectively referred to as the "Service Term".

3. Separate Billing. Notwithstanding anything to the contrary in the Agreement, if Cyxtera partially installs or activates a Service, Cyxtera reserves the right to commence billing for such Service on a pro rata basis. Notwithstanding anything to the contrary in the Agreement, if a Service installation is delayed, incomplete or is not usable by Customer through no fault of Cyxtera or its agents, Cyxtera will have the right to commence billing as installed and per the Billing Commencement Date (BCD).

4. Billing Commencement Date (BCD). The BCD for the Service is the earlier of (i) the date on which Customer uses (except during the Acceptance Period) the Service or (ii) the date Cyxtera notifies Customer in writing that the initial installation or a usable part thereof (such as a data circuit between two (2) points or an individual data center installation on a multi-data center project) is complete. For Professional Services in a SOW, the BCD shall be the date Cyxtera begins performing the Services or as specified in the SOW. Customer shall have three (3) business days after such use or notification to notify Cyxtera of any deficiency ("Acceptance Period"). Such notice shall include a written description that specifically demonstrates the

deficiency in Service to the reasonable satisfaction of Cyxtera. The Service shall be deemed accepted unless Customer provides Cyxtera with notice to the contrary during the Acceptance Period. Upon timely notice to Cyxtera of a deficiency, (i) Cyxtera will remedy the Service deficiency and provide Customer notification of such remedy at which time a new Acceptance Period shall begin, and (ii) Cyxtera will delay billing until accepted in accordance with this provision.

5. Intellectual Property. Nothing in the Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Cyxtera's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

6. Equipment. If the Service includes access to or the use of equipment or software provided by Cyxtera or its licensors ("Cyxtera Equipment"), Customer: (a) will not assert any ownership interest whatsoever in the Cyxtera Equipment; (b) will keep the Cyxtera Equipment free and clear from all liens, claims and encumbrances; (c) shall protect and use all Cyxtera Equipment in accordance with the Agreement; and (d) cooperate with Cyxtera to allow installation, maintenance and, upon termination, removal of the Cyxtera Equipment. Unless otherwise set forth in the applicable SG or Service Order, Customer is responsible for selecting, supplying, installing and maintaining any equipment used in connection with the Service and not provided by Cyxtera ("Customer Equipment") including any related applications, systems, or software.

1519960-01-1-4



Company Name: County of Monterey

MSA: MSA1519959

Schedule: SCHED1519959-001

SERVICE TYPE #1: COLOCATION SERVICES

The services covered by this Colocation Service Schedule are space, power, Gold Support/remote hands, structured cabling, and cross connects services provided by Cyxtera to Customer from time to time (collectively, "Colocation Services" or "Services"). Connectivity services (e.g. HAN Internet Bandwidth and HAN Internet Access) are not covered under this Schedule and require separate paperwork and a separate Service Order. Notwithstanding anything to the contrary, Cyxtera may increase the rates associated with existing Colocation Service at any time after twelve (12) months of the BCD for such Service in order to pass through increases in such Service's underlying power facility costs and annual escalators such increase shall be effective upon the date set forth in Cyxtera's written notice thereof to Customer.

Customer or Customer's employees, agents, contractors, or End Users who access any Cyxtera data center or other Cyxtera facility (a "Cyxtera Premises") on Customer's behalf ("Authorized Representatives") must be designated in writing. Customer, its Authorized Representatives and all Customer Equipment and any related materials used in connection with the Service shall comply with all data center operating policies (including the "Cyxtera Customer Guide and Handbook" ("Customer Guide")), a current copy of which is located on www.savvisstation.com and which Cyxtera may change from time to time without notice. If Cyxtera reasonably believes that Customer is not complying with this Section, Cyxtera will notify Customer thereof and Customer shall remedy such non-compliance within five (5) days of receiving such notice. Cyxtera may immediately suspend the Services upon notice to Customer for Customer's material non-compliance with this Section if Cyxtera reasonably believes such material non-compliance to be an imminent threat of either (i) materially interfering with or harming the Cyxtera infrastructure; any third parties' infrastructure and/or the Services; and/or (ii) harm or damage to Cyxtera, Customer or third party personnel or equipment. In all other cases, Cyxtera will notify Customer of non-compliance and Customer shall remedy such non-compliance within five (5) days of receiving such notice. If Customer fails to remedy such non-compliance within such period or begin implementation of a reasonable and mutually agreed plan to cure such non-compliance then,

notwithstanding any other rights in the Agreement, Cyxtera may immediately (i) suspend the Service and/or restrict Customer's access to the Cyxtera Premises for so long as deemed reasonably necessary by Cyxtera or (ii) terminate the affected Service if such non-compliance is recurring.

Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. Customer is partially self-insured and will provide evidence of self-insurance and insurance coverage. The insurance coverage will be from a company, or companies, with either an A.M. Best's rating of A-VII or better or a Standard and Poor's rating of BBB or higher and authorized to do business in each state or country where data center is located. Customer may obtain all insurance limits through any combination of self-insurance, primary, and excess or umbrella liability insurance. Customer's agents, contractors, or End Users who access any Cyxtera data center on Customer's behalf will be required to maintain proper insurance applicable to the type and scope of the services performed for Customer. It is expressly understood that Customer is ultimately responsible for its agents, contractors, or End Users, including without limitation, ensuring that the appropriate insurance is maintained.

(a) Workers' Compensation insurance or similar social insurance or government scheme in accordance with applicable laws in each state or country where the data center is located, including Employer's Liability insurance with limits not less than \$1,000,000 USD, or equivalent local currency, each accident.

(b) Commercial General/Public Liability with limits not less than \$2,000,000 USD, or equivalent local currency, per occurrence and \$4,000,000 USD, or equivalent local currency, aggregate covering personal injury, bodily injury, death, property damage, products/completed operations, and contractual liability.

(c) Commercial Automobile Liability with limits not less than \$1,000,000 USD, or equivalent local currency, combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of this Agreement.

(d) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the

1519960-01-2-4



Company Name: County of Monterey

MSA: MSA1519959

Schedule: SCHED1519959-001

Customer's personal property located in the data center.

Cyxtera, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds or an indemnity to principal on the policies described in subsections (b) and (c) above. The coverage described in subsection (b) will be primary and not contributory to insurance which may be maintained by Cyxtera, subject to the Indemnification provisions of this Agreement. Prior to commencement of Services under this Service Schedule or Service Exhibit, Customer will make available to Cyxtera evidence of the insurance required herein.

Subject to the rest of this Section, Cyxtera may enter the space within a Cyxtera Premises specifically identified as available to Customer for the placement and operation of the Customer Equipment ("Customer Area") and/or access Customer Equipment only to the extent necessary to provide a Service or otherwise exercise its rights under the Agreement. If Customer Equipment needs to be moved to another area within the same Cyxtera Premises or to another Cyxtera Premises due to either Customer's requirements for additional space or Cyxtera's reasonable business needs, the parties will cooperate to complete and minimize the impact of the relocation. Cyxtera may temporarily store Customer Equipment pending its installation at a Cyxtera Premises ("Equipment Storage"). If Equipment Storage continues for more than thirty (30) days, Cyxtera may return, at Customer's expense, the Customer Equipment. The risk of loss or damage for any Customer Equipment during any Equipment Storage shall be upon Customer. If any Authorized Representative or Customer Equipment presents any material risk of harm to Cyxtera, its employees, agents, contractors, or customers, or the Cyxtera Premises, Customer shall take prompt action to eliminate such risk. If Customer fails to do so or if there is risk of material and imminent harm, Cyxtera may, without prior notice or liability to Customer, take appropriate action itself, including accessing the Customer Area. Customer, its Authorized Representatives and Customer Equipment will not cause personal injury or property damage at a Cyxtera Premise.

Customer will upon termination of a Service: (a) remove all Customer Equipment and any other Customer property ("Customer Materials") from the Cyxtera Premises; and (b) return the Customer Area to Cyxtera in the same condition as it was on the BCD, normal wear and tear excepted. If Customer fails to remove the Customer Materials within such period or if Customer has an outstanding balance at the end of the Service Term, Cyxtera may remove any Customer Materials (without liability) and either: (a) store it at Customer's expense until Customer remits all amounts owed (including storage expenses) or (b) ship such Customer Materials FOB Origin to Customer at Customer's last address of record at the customer's expense.

This is a service agreement and does not constitute a lease of any real property or create any tenant or other real property rights. Customer has been granted only a license to occupy the Customer Area and use the Cyxtera Premises and any Cyxtera Equipment in accordance with the Agreement and agrees that this Schedule, to the extent it involves the use of space leased by Cyxtera, shall be subordinate to any lease between Cyxtera and its landlord(s). Customer hereby waives and releases any claims that it may have against the landlord(s) under any lease by Cyxtera with respect to any Customer Equipment or property located in the Cyxtera Premises demised to Cyxtera by such landlord(s). If the Cyxtera Premises becomes the subject of a taking by eminent domain by any authority having such power, Cyxtera shall have the right to terminate any or all of the affected Services without liability; provided, however, that Cyxtera will use commercially reasonable efforts to move Customer to another, comparable Cyxtera Premises prior to exercising such termination right. Cyxtera shall have the right to terminate any or all of the Services without liability of any kind upon the expiration of or termination of Cyxtera's underlying lease for the Cyxtera Premises. The parties agree that any renewal of the Services shall be contingent on the election by Cyxtera, in its sole discretion, to continue to own or lease the Cyxtera Premises.

1519960-01-3-4

[***SCHED1519959-001 *1 *356779783144460257424784979119864844317469168119*3*4***]



Company Name: County of Monterey

MSA: MSA1519959

Schedule: SCHED1519959-001

The undersigned parties have read and agree to the terms set forth in this Service Schedule and the applicable SGs and SLA Attachments.

Cyxtera Communications, LLC

DocuSigned by:

Mitchell Fonseca

ACA9ADBFC51B943B...

Name: Mitchell Fonseca

Title: VP – Product

Date: 6/27/2018

Monterey, County of

Name:

Title:

Date:

1519960-01-4-4

[***SCHED1519959-001 *1 *356779783144460257424784979119864844317469168119*4*4***]



CenturyLink Agreement

Service Order

Company Name: Monterey, County of Billing Site Name: Monterey, County of Billing Account Number: 631140 Currency: USD Primary Contact: Name: Richard Medalen Email: MedalenR@natividad.com Phone: 831-277-1990	Billing Address: Street: 168 W Alisal St City, State, Zip: Salinas, California 93901 Billing Contact: Name: Account Payable Email: 193-admin-finance@co.monterey.ca.us Phone: 831-796-1490
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Cyxtera Contact Details	Name	Phone	Email
Sales Representative	Kathy Vayder		kathy.vayder@cyxtera.com
Solutions Engineer	WaiLi Wong		waili.wong@cyxtera.com

Quote Summary

Quote Description (for informational purposes only)
CoM - NMC - 2018 Renewal

Initial Service Term
12

12 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	8,790.50	0.00
Existing Totals	8,790.50	0.00
Delta Totals	0.00	0.00



Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal	1	Colocation	Colocation Power Allocation 2.0 (R) AIP 681797 Data Center: ZZDN1 kW: 27.0	6,075.00	6,075.00	0.00	0.00
Renewal		Colocation	Colocation Enclosure 2.0 AIP 681798 Data Center: ZZDN1 Quantity: 5 Enclosure Type: Cabinet Enclosure Dimensions: 24 Inches x 42 Inches Pricing Plan: Option A - Pay Monthly	506.25	506.25	0.00	0.00
Renewal		Colocation	Colocation Physical Security 2.0 AIP 681799 Contacts: 1 Data Center: ZZDN1 Door Type: Swinging Reader Type: Read In Only Reporting: Yes	197.25	197.25	0.00	0.00
Renewal		Colocation	Colocation Power Distribution 2.0 AIP 681800 Data Center: ZZDN1 Quantity: 3 Power Configuration: Primary/Redundant Pair Power Circuit: 30A/208V-Single Phase-L6	841.50	841.50	0.00	0.00
Renewal		Colocation	Colocation Power Distribution 2.0 AIP 681801 Data Center: ZZDN1 Quantity: 3 Power Configuration: Primary/Redundant Pair Power Circuit: 20A/208V-Single Phase-L6	562.50	562.50	0.00	0.00
Renewal		Colocation	Colocation Power Distribution 2.0 AIP 681802 Data Center: ZZDN1 Quantity: 1 Power Configuration: Primary Power Circuit: 20A/120V-Single Phase-L5	108.00	108.00	0.00	0.00
Renewal		Colocation	Colocation Power Strip 2.0 AIP 681803 Data Center: ZZDN1 Quantity: 6 Power Strip Type: L6-30 Vertical Mount Power Strip with Display	0.00	0.00	0.00	0.00
Renewal		Colocation	Colocation Power Strip 2.0 AIP 681804 Data Center: ZZDN1 Quantity: 1 Power Strip Type: L5-20 Horizontal Mount Power Strip with Display	0.00	0.00	0.00	0.00
Renewal	1	Colocation	Gold Support 1.0 (R) AIP 681808 Hours: 20.0 Type: No Commit	0.00	0.00	0.00	0.00



Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal	1	Colocation	Custom Colocation 2.0 (R) AIP 722404 Data Center: ZZDN1 Service: 30" x 42" Cabinet	0.00	0.00	0.00	0.00
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 723582 Data Center: ZZDN1 Cross Connect Type: Telco without Private Entrance Media Type: Multimode Fiber CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0	250.00	250.00	0.00	0.00
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 788414 Data Center: ZZDN1 Cross Connect Type: Telco without Private Entrance Media Type: Singlemode Fiber CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0	250.00	250.00	0.00	0.00
Group Totals				8,790.50	8,790.50	0.00	0.00

Usage Per Unit	Tier	Usage Rate
1. Gold Support 1.0 Hours	-	200.0

Customer Acceptance

- Upon Customer's signature on this quote (hereinafter, a "Service Order"), Customer hereby orders the services identified above ("Services"). By signing this Service Order, Customer hereby agrees that the Services will be provided in accordance with the governing service agreement between Customer and Cyxtera, including the Service Exhibit ("SE"), and any other documents incorporated therein, (collectively, the "Agreement" or "MSA"). As used herein, the SE includes any applicable Service Schedules, Service Guides ("SGs"), and service level agreements ("SLAs") attached and/or incorporated thereto. In the event of any conflict of terms between the underlying service Agreement and the SE, the SE will govern.

If there is no SE in place between the parties, this Service Order will be subject to and governed by all terms of the standard SE as posted at <http://www.centurylinktechnology.com/legal-guides>, which shall be incorporated herein and made a part hereof.

- Any Service Order which is not executed by Customer prior to the Quote Expiration Date (as indicated herein) shall be cancellable by Cyxtera in its sole discretion. Without limiting any other Cyxtera right, acceptance of this Service Order is subject to credit approval.

Terms and Conditions

- The Customer Access Extension (i.e. cross connect) ordered herein provides connectivity to an existing Cyxtera service and shall be subject to all terms and conditions governing the existing Services, including a connectivity related SLA, if applicable.



2. The maximum Committed Electrical Capacity (CEC) that Customer is entitled to in each contiguous Customer Area is specified in the table below. For the purposes of the Service Order, the CEC equals the TOTAL purchased number of allocated kilowatts in the Customer Area. Customer acknowledges and agrees that Cyxtera may refuse any request for power that would cause the CEC in the Customer Area to exceed the Maximum CEC identified below.

The Maximum CEC (kilowatts) specified in the table below supersedes all previous Service Order CEC's for the same contiguous space.

Data Center	Maximum CEC
DN1 Cage	27 kW

3. Pursuant to this Service Order and not more than once per calendar year during the Service Term and no sooner than twelve (12) months after the BCD, Cyxtera may, in addition to its other rights under the Agreement, increase the Monthly Recurring Charges for the Colocation Services set forth herein in an amount not to exceed three percent (3%).

Additional Terms

- Expedite Request Fee:** If Customer requests that Cyxtera accelerate a Service Delivery Date and Cyxtera in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by Cyxtera, an initial flat fee of \$500, plus \$50 per day per service package for each day the actual delivery date precedes the Service Delivery Date identified by the order/project manager and documented in Cyxtera's order management system.
- Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the Service Delivery Date, Customer agrees to pay, as invoiced by Cyxtera, all of the following: (i) a change fee in the amount of \$500, (ii) \$150 per hour for work resulting from Customer changes implemented by Cyxtera, and (iii) third party charges and fees incurred by Cyxtera as the result of Customer's requested change.

Upon Customer's signature on this Service Order, Customer acknowledges the Quote Description is provided solely for informational and illustrative purposes only and such Quote Description is nonbinding with no force or effect.

Cyxtera Communications, LLC

Monterey, County of

DocuSigned by:

Mitchell Fonseca

ACA9ABEC51B943B

Name: Mitchell Fonseca

Name:

Title: VP – Product

Title:

Date: 6/27/2018

Date:



CenturyLink Agreement

Service Order

Company Name: Monterey, County of Billing Site Name: Monterey, County of Billing Account Number: 631133 Currency: USD Primary Contact: Name: James Bolinger Email: BolingerM@co.monterey.ca.us Phone: (831) 759-6913	Billing Address: Street: 168 W Alisal St City, State, Zip: Salinas, California 93901 Billing Contact: Name: Account Payable Email: 193-admin-finance@co.monterey.ca.us Phone: 831-796-1490
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Cyxtera Contact Details	Name	Phone	Email
Sales Representative	Kathy Vayder		kathy.vayder@cyxtera.com
Solutions Engineer	WaiLi Wong		waili.wong@cyxtera.com

Quote Summary

Quote Description (for informational purposes only)
County of Monterey - ITD - 2018 Renewal

Initial Service Term
12

12 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	600.00	0.00
Existing Totals	600.00	0.00
Delta Totals	0.00	0.00



Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 710832 Data Center: ZZSC8 Cross Connect Type: Telco without Private Entrance Media Type: Cat5E CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0	150.00	150.00	0.00	0.00
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 710834 Data Center: ZZSC8 Cross Connect Type: Telco without Private Entrance Media Type: Singlemode Fiber CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0	250.00	250.00	0.00	0.00
Renewal	1	Colocation	Customer Access Extension 1.0 (R) AIP 723726 Data Center: ZZSC8 Cross Connect Type: CenturyLink to HAN FastE Media Type: Cat5E CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0	200.00	200.00	0.00	0.00
Group Totals				600.00	600.00	0.00	0.00

Customer Acceptance

- Upon Customer's signature on this quote (hereinafter, a "Service Order"), Customer hereby orders the services identified above ("Services"). By signing this Service Order, Customer hereby agrees that the Services will be provided in accordance with the governing service agreement between Customer and Cyxtera, including the Service Exhibit ("SE"), and any other documents incorporated therein, (collectively, the "Agreement" or "MSA"). As used herein, the SE includes any applicable Service Schedules, Service Guides ("SGs"), and service level agreements ("SLAs") attached and/or incorporated thereto. In the event of any conflict of terms between the underlying service Agreement and the SE, the SE will govern.

If there is no SE in place between the parties, this Service Order will be subject to and governed by all terms of the standard SE as posted at <http://www.centurylinktechnology.com/legal-guides>, which shall be incorporated herein and made a part hereof.

- Any Service Order which is not executed by Customer prior to the Quote Expiration Date (as indicated herein) shall be cancellable by Cyxtera in its sole discretion. Without limiting any other Cyxtera right, acceptance of this Service Order is subject to credit approval.

Terms and Conditions

- The Customer Access Extension (i.e. cross connect) ordered herein provides connectivity to an existing Cyxtera service and shall be subject to all terms and conditions governing the existing Services, including a connectivity related SLA, if applicable.

**Additional Terms**

1. **Expedite Request Fee:** If Customer requests that Cyxtera accelerate a Service Delivery Date and Cyxtera in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by Cyxtera, an initial flat fee of \$500, plus \$50 per day per service package for each day the actual delivery date precedes the Service Delivery Date identified by the order/project manager and documented in Cyxtera's order management system.
2. **Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the Service Delivery Date, Customer agrees to pay, as invoiced by Cyxtera, all of the following: (i) a change fee in the amount of \$500, (ii) \$150 per hour for work resulting from Customer changes implemented by Cyxtera, and (iii) third party charges and fees incurred by Cyxtera as the result of Customer's requested change.

Upon Customer's signature on this Service Order, Customer acknowledges the Quote Description is provided solely for informational and illustrative purposes only and such Quote Description is nonbinding with no force or effect.

Cyxtera Communications, LLC

Monterey, County of

DocuSigned by:

ACA0ABFC61B042B...

Name: Mitchell Fonseca

Title: VP – Product

Date: 6/27/2018

Name:

Title:

Date: