



DATA CENTER COLOCATION SERVICES

1. GENERAL
 - 1.1 Service Definition
 - 1.2 Platforms
 - 1.3 Standard Colocation Service Features
 - 1.4 Optional Colocation Service Features
2. AVAILABLE VERSIONS
 - 2.1 Data Center Colocation at an Advanced Data Center
 - 2.2 Data Center Attributes
3. SUPPLEMENTAL TERMS
 - 3.1 Service Modification
 - 3.2 Customer Content
 - 3.3 Term and Termination
 - 3.4 Permissible Use of Space
 - 3.5 Minimum Data Service Level Capacities
 - 3.6 Conduct in Facility
 - 3.7 Equipment
 - 3.8 Third Party Software
 - 3.9 Insurance
 - 3.10 No Estate or Property Interest
 - 3.11 Force Majeure
 - 3.12 Indemnity
 - 3.13 No Property Interest
4. FINANCIAL TERMS
5. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Verizon Data Center Colocation provides a secure, dedicated environment where customers can colocate their Equipment. Colocation Service customers have access to high-speed network connectivity and dedicated infrastructure with the flexibility to administer and access their own Equipment at any time. Data Center Colocation offers two versions:
 - Standard
 - Advanced

- 1.2 **Platforms.** These terms apply to non-optimized Data Center Colocation Services only.

1.3 **Standard Colocation Service Features**

1.3.2 **Alternate Carriers**

- 1.3.2.1 Except as specified below, Customer may arrange on its own (via separate contract) to bring in additional non-Verizon circuits from a third party carrier, subject to the following conditions:
 - The alternate carrier must have an approved existing presence inside the Verizon Data Center.
 - Customer must purchase a Verizon-provided cross connection to the alternate carrier's existing presence in Verizon's Data Center.
 - Customer must purchase at least an equal amount of Data Center Colocation - related connectivity from Verizon. For example, if Customer wishes to bring in a T-3 circuit from another provider, Customer must purchase a T-3 or greater circuit from Verizon. Should Verizon determine Customer is purchasing more bandwidth from the alternate carrier, Customer will promptly purchase additional bandwidth from Verizon. Verizon's Data Centers are not carrier-neutral facilities. Verizon allows alternate carrier access to its Data Center Colocation customers for redundancy purposes only.



- Customer will not be allowed to purchase alternate carrier access if such access requires the alternate carrier to pull fiber to Customer's cabinet directly.
- Verizon does not take responsibility for alternate carrier circuits, nor does Verizon make any promises or warranties whatsoever regarding their performance.
- Verizon does not monitor or maintain alternate carrier capacity in Verizon Data Centers. If Customer is utilizing an alternate carrier in a Verizon Data Center and such alternate carrier infrastructure requires augmentation, Customer acknowledges that the alternate carrier is responsible for notifying Verizon a minimum of 120 business days prior to the desired augment availability.
- Customer may not directly interconnect with any third parties without prior written consent of Verizon. Verizon reserves the right to require that any permitted interconnection with a third party be set forth in separate contract.

1.3.3 **Cross-Connect Cables.** Cross-Connects are required for Verizon-provided U.S. Private Line Service, Private IP Service or alternate carrier circuits.

1.3.4 **Customer Provided Uninterruptible Power Supply (UPS) Option.** Site UPS and redundant power is not available unless otherwise specified at a particular location. Customers may obtain a UPS as an optional feature in accordance with the following:

1.3.4.1 Verizon will assist Customer as part of the pre-sales process to select the appropriate rack-mountable UPS to meet Customer's power backup requirements. Customer is solely responsible to procure the UPS that works with its Equipment and best suits its needs.

1.3.4.2 Customer may purchase a UPS on its own or order a UPS through Verizon. In using a UPS in the Facility, Customer acknowledges that UPSs are subject to failure, and that such failure may result in the load supported by the failed UPS being dropped from service. Customer further acknowledges that Verizon is not liable in any manner for any data loss suffered as a result of such failure. Customer is solely responsible for maintenance of the UPS and its associated batteries, whether ordered on its own or through Verizon.

1.3.4.3 If Customer orders a UPS through Verizon, the UPS shall become Customer's property and title will pass to Customer upon placement of the UPS in Customer's service area.

1.3.4.4 Upon cancellation or termination of the Agreement or Service, Customer shall be responsible for promptly removing its UPS from the Facility.

1.3.4.5 Customer is responsible for conveying UPS batteries that have reached their end-of-life to an appropriate recycling center. UPS batteries are not to be disposed of as standard commercial waste.

1.4 **Optional Colocation Service Features.** The following are optional service features where available:

1.4.1 **Remote Hands Support (Formerly known as Hands and Eyes Support)**

1.4.1.1 **Availability.** Where technical support at a Data Center (Remote Hands Support) is available, Customer will pay a per hour charge for Remote Hands Support, in 15-minute increments. Subject to 3 hours min. commitment per month.

1.4.1.2 **Customer Direction.** Remote Hands Support will be provided, where available, as directed by Customer. Verizon does not guarantee the availability of Remote Hands Support. Verizon will use commercially reasonable effort to perform Remote Hands Support. In order to perform Remote Hands Support, Verizon may request instructions or Customer's support to ensure no damage is done to Customer's Equipment. Verizon has no liability, including without limitation liability for any damage to Equipment, resulting from providing Remote Hands Support, or from its unavailability.



1.4.1.3 **Support Activities.** Where available, Remote Hands Support provides 24/7 support by Verizon engineers, unless specifically stated for a service activity, operating as Remote Hands under the responsibility of the Customer and according to written or telephoned instructions from the Customer. Remote Hands Support consists of the following services:

- Power Cycles. Verizon engineer will turn Customer Equipment "Off and On" at the Customer's specific direction. This task could also involve Verizon personnel entering "Basic" commands into server machines from a keyboard as part of the "Boot Up" or "Shut Down" sequence. It is preferred that Customer has keyboard, monitor and mouse connected to the Customer Equipment (for non IBM compatible Equipment Customer must provide all I/O devices).
- Basic Trouble Shooting
 - Conduct visual inspection of the Customer's cabinets and Customer Equipment
 - Feedback information on the LEDs, computer screen or any such visual display units and possible areas of weakness via phone or email
 - Check and secure cable connections and swap Customer supplied cables. Typical cables handled are power and network cables
 - Undertake modular parts swapping of plug and play boards, where parts are accessible externally without having to open the Customer Equipment. All spare parts must be provided by the Customer. Customer acknowledges that it is Customer's responsibility to assess the impact of these tasks on any warranty or maintenance cover offered by the Equipment vendor. Verizon will not open the outer case of Customer Equipment to facilitate this activity.
- All requests for Remote Hands Support shall be initiated by Customer raising a ticket via Customer Support. Remote Hands Support can be used to respond to ad-hoc Customer support needs when triggered by a trouble ticket. Typical respond time is around 2 to 4 hours. In addition, Remote Hands Support can be leveraged to perform scheduled activities. All "scheduled activities" are performed on a best effort basis and require a minimum of three (3) Business Days' notice. In accordance herewith Verizon reserves the right to change the time or date for a scheduled activity in case of emergency.
- Remote Hands Support is charged as a monthly recurring charge ("Remote Hands Support Monthly Charge") and a non-recurring charge ("Remote Hands Support Hourly Charge") for additional support hours exceeding the number of hours included in the Remote Hands Support Monthly Charge.

2. **AVAILABLE VERSIONS.** Two types of Data Center Colocation are available: Data Center Colocation at a Standard Data Center, and, where available, at an Advanced Data Center.

2.1 **Data Center Colocation at an Advanced Data Center.** In order to subscribe to Data Center Colocation at an Advanced Data Center Customer must subscribe to either: i) a minimum of one Mbps of Verizon 's data services (for example, IP services (Fast Ethernet Services) Frame Relay Service, ATM service, Domestic Private Line Services, or Private IP Service), or ii) Voice Services (i.e., access to Verizon's voice network), associated with Data Center Colocation at an Advanced Data Center for the first three or fewer cabinets. Customer must subscribe to one additional Mbps of such Verizon services for each additional cabinet above the initial three purchased by Customer.

2.2 **Data Center Attributes**

Item	Standard Facility	Advanced Facility
Basic Facility Offering		
Services	Colocations and Networks	Colocations and Networks
On-site Fuel Capacity	Minimum one day reserved	Minimum 2 days reserved
On-site work area	N/A	Yes

Manned Security	Depends on site	Depends on site
CCTV	Yes	Yes
Fire Detection	Yes	Yes
Fire Suppression	Yes	Yes
HVAC/Chillers	Yes	Yes
Redundancy & Resiliency (N+1)	No	Depends on site
Remote Hands Support (24 x 7)	Depends on site	Yes
Optional Add-On Features		
Carrier Neutral	Verizon plus On-Site Carriers	Verizon plus On-Site Carriers
Access	24/7 via Access Control List	24/7 via Access Control List
Customer Break Room	Yes	Yes
Customer Hot-desking	No	Depends on site
Cross-Connect	Available upon request	Available upon request
SSAE Audit	Depends on site	Yes
ISO 27001 Certification	N/A	Depends on site

2.1.2 Installation Services. Installation Services consist of receipt and temporary storage of Customer Equipment and installation of Customer Equipment in the Cabinets.

2.1.2.1 Customer Equipment Receipt and Storage. In order to allow Customer to send Customer Equipment ahead of installation, Verizon will take delivery of Customer Equipment and store it temporarily in the Facility. Unless otherwise agreed to by Verizon, Verizon will only store a maximum of two boxes each of maximum size of 2m³ at any one time and only for a maximum of seven (7) days. Customer is aware that this service is subject to availability and that the volume that Verizon can store from time to time may vary. If Customer fails to remove the stored Customer Equipment within the seven (7) days, Verizon will at its own discretion and at Customer's cost ship any remaining Customer Equipment back to the Customer or to a third party. Verizon is under no obligation to inspect the content of any deliveries but reserves the right to do so in case of reasonable suspicion that the deliveries may be in breach of this Agreement, including violating the rules on conduct in the Facility, or otherwise be detrimental to the Facility or the services. All shipments by Customer to the Facility must be notified in advance and a receipt schedule must be arranged with Verizon. Any shipment that has not been agreed with Verizon will be rejected.

2.1.2.2 Customer Equipment Installation. Verizon will at the direction and request of Customer install Customer Equipment in Customer's cabinet. Such installation includes unpacking, mounting and cabling for power and data. Any Customer Equipment that requires more than one person for installation will require Customer personnel to be present and to assist with the installation. Verizon will not be responsible for failure to install Customer Equipment that does not fit into the cabinet. Verizon will only install fully assembled and tested Customer Equipment and will not be responsible for the assembly or performance of the Customer Equipment. A written statement of work shall be provided by Customer for such work. Under floor cabling can only be completed during Hours. All requests for Installation Services shall be initiated by Customer raising a trouble ticket via Customer Support or by email.

2.1.3 Tape Rotation Services. Verizon will upon Customer request perform Tape Rotation Services during Business Hours, including:

- Identify, change and store backup media in the Customer Cabinet;
- Mount and collect tapes from autoloader or library, label tapes and maintain inventory list of backup media;
- Support tape pickup and delivery but Customer must organize courier and offsite storage center; and
- Carry out tape rotation on an individual request basis.



Customer must provide any necessary backup devices and other clearly labelled media and a written methods & procedures document.

3. **SUPPLEMENTAL TERMS.** Data Center Colocation is governed by any terms and conditions set forth in this Service Attachment and the Agreement.

3.1 **Service Modification.** Verizon reserves the right to modify the Data Center Colocation service from time to time; provided Verizon will notify Customer of any such modifications. If such modification results in a material adverse effect on the functionality of the Data Center Colocation service, Customer may terminate the particular Service Order to which the modified Data Center Colocation service pertains without penalty within 30 days following implementation of the change; provided that Customer notifies Verizon of such material adverse effect in writing and Verizon fails to cure within 10 days following Verizon's receipt of Customer's notice.

3.2 **Customer Content**

3.2.1 Customer, not Verizon, has sole and exclusive control over the Customer Content residing on the Equipment. The parties acknowledge and agree that in the provision of Data Center Colocation service, Verizon is not provided, either directly or indirectly, and will not seek access to, the Customer Content. Verizon does not and will not exercise any control over the Customer Content.

3.2.2 Customer will promptly and thoroughly respond to any notices that the Customer Content violates the Digital Millennium Copyright Act, 17 U.S.C. § 101 et. seq. (the "DMCA") or any other law, rule or regulation.

3.3 **Term and Termination.** The Service Term commences on the date Verizon is prepared to provide the Space to Customer for installation of Equipment (Service Activation Date) and continues for 12 months (Commitment Period). Following the Commitment Period, Customer may renew the Service Term for a mutually agreed upon additional Service Term (additional Commitment Period), otherwise the Service Term will continue on a month to month basis unless either party provides notice to the other party of their intention not to renew.

3.3.1 **Termination Notice.** To terminate a Service, Customer must send 60 days' advance notice by email to hosting-cancel@verizonbusiness.com, in addition to meeting the Agreement's Notice requirements. If Customer terminates either IP bandwidth or Services with respect to a particular Facility, all Services at that Facility will be terminated together.

3.3.2 **Early Termination Charges.** If Customer terminates the Service before the end of the Commitment Period for the Service for reasons other than Customer termination for Cause (as defined in the Agreement), Customer will pay an amount equal to 75% of the MRCs for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Commitment Period, plus a pro rata portion of any and all credits received by Customer, in addition to any amounts owed for Services already received.

3.4 **Permissible Use of Space**

3.4.1 Customer will use the Space only for the purposes of installing, maintaining, and operating the Equipment. Access to the Facility is restricted to Customer's employees and agents with the understanding that no one under 18 years of age will be permitted access to the Facility. Customer will furnish to Verizon, and keep current, a written list identifying a maximum of 10 individuals authorized to obtain entry to the Facility and access to the Space. Customer will exercise reasonable efforts to ensure that no individual it authorized to enter the Facility will have been convicted of a felony. Customer assumes responsibility for all acts and omissions of the individuals included on this list or authorized by Customer to enter the Facility. Customer's employees and agents will comply with all applicable laws, rules, regulations, and ordinances; and with all Verizon



or Facility security procedures, rules, requirements, and safety practices (which include, but are not limited to, a prohibition against smoking in the Facility), as amended from time to time. Verizon reserves the right to revoke the entry privileges of any person at any time and for any reason.

- 3.4.2 Verizon and its designees may enter the space where Customer's Equipment is located at any time without prior notice for reasons related to security, safety and maintenance of the Facility infrastructure.
- 3.4.3 Verizon and its designees may observe the activities of Customer's employees and agents in the Facility and may inspect at any time the Equipment brought into or removed from the Facility, including the Space. Customer's employees and agents will not use any products, tools, materials, or methods that, in Verizon's reasonable judgment, might harm, endanger, or interfere with the Verizon Network, the Data Center Colocation service, Verizon's provision of services to any other Customer, the Facility, or the personnel or property of Verizon, its vendors or its other Customers. Verizon may take any reasonable action to prevent such potential harm or interference.
- 3.4.4 Customer will not provide or make available to, sublicense or permit in any manner any third party to use all or a portion of the Space or the Facility, excluding Customer's employees and agents. Verizon may terminate this Agreement and/or any Service Order immediately upon notice to Customer if (a) Customer makes the Space available to any other person or entity, excluding Customer's employees and agents; or (b) if the Data Center Colocation service is resold or used by another organization.
- 3.4.5 Customer will maintain the Space in an orderly manner and will be responsible for the prompt removal of all trash, packing material, cartons, and other items or materials that Customer's employees or agents bring into or deliver to the Facility. Verizon will charge Customer Hands and Eyes Support for any removal of trash, packing materials, cartons, and other items left in the Facility by Customer. No material improvements or modifications will be made to the Space or any portion of the Space or the Facility unless approved by Verizon, which approval will not be unreasonably delayed, conditioned or withheld. Verizon will provide five days' advance written notice to Customer of its demand to remove any unapproved items from the Space, including materials that could be considered a fire hazard, and of its intent to disconnect or remove unauthorized items and/or Equipment from the Space. Notwithstanding the foregoing, if Verizon determines in its reasonable discretion that such unapproved items pose an immediate risk to the Facility or Verizon's other Customers, Verizon may immediately disconnect or remove such unauthorized Equipment from the Space without prior notice to Customer and without liability to Verizon.
- 3.4.6 Upon the expiration or termination of a Service Order under which Space is made available to Customer, Customer will surrender the applicable Space to Verizon and, within 30 days following the date of such expiration or termination, return the Space to Verizon in the same condition as it was originally delivered to Customer, reasonable wear and tear excepted. Customer will remove the Equipment from the Space and the Facility and will fully repair any damage to the Facility caused by Customer, including, without limitation, any damage resulting from Customer's removal of the Equipment from the Space. Any Equipment and/or personal property of Customer not removed within 30 days following the date of expiration or termination of the applicable Service Order will, at Verizon's option, conclusively be deemed to have been abandoned by Customer. Verizon may, upon written notice to Customer, apportion, sell, use, store, destroy, or otherwise dispose of the Equipment or Customer's personal property without liability to Customer or any other person or entity. Customer will pay all expenses and costs incurred in connection with Verizon's disposition of the Equipment and Customer's personal property, including, without limitation, the cost of restoring the Facility to its original condition and of removing the Equipment or Customer's personal property from the Facility.
- 3.5 **Minimum Data Service Level Capacities.** Customer shall employ DS-1, DS-3, or greater telecommunications service level capacities exclusively from Verizon in connection with the Equipment co-located at the Facility.

3.6 **Conduct in Facility**

- 3.6.1 Customer will maintain and operate the Equipment in a safe manner, and keep the Space and any portion of the Facility it accesses in good order and condition. Customer's Equipment must be designed to operate within the temperature ranges, as per the ASHRAE TC9.9" standard, Customer agrees to use the common areas of the Facility only for the purposes for which they are intended. Customer's employees and agents are prohibited from bringing any harmful or dangerous materials (as determined by Verizon in its sole discretion) into the Facility. Such materials include, but are not limited to, wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras and video or voice recording devices. Customer agrees that its employees and agents will not harm or attempt to breach the security of the Facility, the Data Center Colocation service, or any third party system or network connected to the Facility or accessed by means of the Data Center Colocation service.
- 3.6.2 Customer agrees not to alter, tamper with, adjust, or repair any Equipment or property not belonging to Customer. Customer further agrees not to erect signs or devices on the exterior of the storage cabinet or to make any physical changes or material alterations to the Space or any portion of the Facility.
- 3.6.3 If Customer desires any assistance in the Verizon Facility, Customer shall provide commercially reasonable notification to Verizon prior to arriving at any Verizon Facility by calling Verizon's customer service center at the number listed on Customer's invoice or other contact number as may be designated by Verizon.
- 3.6.4 Permanent use of extension cords in a Verizon Data Center is prohibited.
- 3.6.5 Use of power is limited to the specific bay the power order was originally provisioned to. Customer may not extend power to adjacent footprints.
- 3.6.6 Broadcast devices, including but not limited to, 802.11x; RFID; and cell phone data cards, are prohibited from use in the Data Center.
- 3.6.7 Customer's use of voice feature on cell phones is restricted to only those areas so designated by absence of local restriction signage. Check with local Data Center management for specific restrictions regarding cell phone usage in the Data Center.
- 3.6.8 Customer will ensure that noise or interference generated by the Equipment will not exceed the threshold limits for EMI/RFI established by the FCC.

3.7 **Equipment**

- 3.7.1 All Equipment situated in the Facility is charged with a lien, charge, mortgage or encumbrance in favor of Verizon to the extent of any unpaid charges plus interest thereon under the Agreement, which will constitute a security agreement with respect to such Equipment. Customer must promptly notify Verizon of any lien(s) on or security interest(s) in the Equipment.
- 3.7.2 Customer may remove from the Facility only that Equipment in which Customer can evidence it has sufficient ownership or possessory interest.
- 3.7.3 All Equipment must fit within the Space. Unless otherwise provided in the Agreement or Service Attachment, Customer must not permit power consumption to exceed the power rating identified in the Agreement or Service Attachment and Customer will ensure that all Equipment is UL approved. Cabling used by Customer must meet national electrical and fire standards and any specifications provided by Verizon.



- 3.7.4 Verizon reserves the right to relocate the Equipment within the Facility or to move the Equipment to another facility with at least ninety (90) days written notice; provided that any Equipment relocation or move resulting from a Force Majeure Event will be governed by Section 3.13, below. Equipment moved or relocated at Verizon's initiative will be at Verizon's expense. Verizon will use commercially reasonable efforts to minimize downtime and service interruption in the event Equipment is moved or relocated.
- 3.7.5 Customer will immediately remove or render non-infringing, at Customer's expense, any Equipment alleged to infringe any patent, trademark, copyright, or other intellectual property right.
- 3.7.6 Customer will promptly notify Verizon of any lien(s) on or security interest(s) in the Equipment.
- 3.7.7 If Verizon damages any Equipment, Verizon will repair or replace the damaged item or, at Verizon's option, will reimburse Customer for the reasonable cost of repair or replacement.
- 3.7.8 If Customer is providing its own Equipment cabinets or relay racks, such cabinets or racks must be delivered to the Facility at least ten (10) business days prior to the scheduled installation date. Verizon will commence billing on scheduled delivery date regardless of whether Customer has provided its cabinets or relay racks.
- 3.7.9 Customer is solely responsible for accepting delivery of Equipment and any other facilities or materials delivered to a Facility on behalf of Customer. Customer may not ship Equipment or any other materials to a Facility unless Customer delivers to the Facility manager written information regarding such shipment, five (5) days prior to delivery. Customer must move Equipment or any other materials from the shipping/loading area of the Facility within ten (10) business days from the date of delivery. If Customer fails to move Equipment or any other materials from the shipping/loading area of the Facility within such ten (10) business day period, Verizon reserves the right to charge Customer a daily storage fee. At Customer's request, Verizon may, in its sole discretion, accept delivery of Equipment at a Facility if Verizon has the means to do so. Notwithstanding the foregoing, Customer will remain responsible for risk of loss of the Equipment unless such loss is caused by the negligence or willful misconduct of Verizon.
- 3.7.10 Customer will maintain documentation and labeling of all Equipment in the Space. Customer will provide emergency contact names and telephone numbers and post this contact information on site.
- 3.8 **Third Party Software.** Customer is fully responsible for any third party software it uses in the Space. Customer shall indemnify, defend, and hold Verizon harmless from any action against Verizon to the extent that it is based on an allegation that such third party software has infringed an intellectual property right or trade secret, and pay those damages or costs related to the settlement of such action or finally awarded against Verizon in such action, including but not limited to attorneys' fees, provided that Verizon (i) promptly notifies Customer of any such action, (ii) gives Customer full authority, information and assistance to defend such claim, at Customer's expense.
- 3.9 **Insurance.** Throughout the Term, Customer will maintain, and will require any of its subcontractors to maintain, the following insurance coverages:
- Commercial General/Public & Products Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$1,000,000 combined single limit for each occurrence and aggregate policy limit.
 - Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 single limit per accident.
 - Excess Liability Insurance, with respect to Commercial Liability Insurance, Automobile Liability Insurance an Employer's Liability Insurance, with limits of at least \$5,000,000 for each occurrence and aggregate policy limit.



- Worker's Compensation Insurance as required by applicable law and Employer's Liability Insurance with limits of not less than \$2,000,000 each accident, \$2,000,000 by disease-each employee and \$2,000,000 by disease-policy limit.
- All-Risk Property Insurance in an amount not less than replacement cost of clients property.

3.9.1 All insurance policies will be issued by carriers reasonably satisfactory to Verizon. MCI Communications Services, Inc. d/b/a Verizon Business will be named as an additional insured with respect to all coverages except d) and e) above. Customer's insurance will be primary and non-contributory to any other policies with respect to their operations. The Commercial General/Public & Products liability insurance will cover damage caused by heat, smoke or fumes from a hostile fire.

3.9.2 Verizon will not insure or be responsible for any loss or damage to property of any kind owned or leased by Customer or by its employees and agents other than losses or damages proximately resulting from Verizon's negligence or willful misconduct. Any Customer insurance policy covering the Equipment against loss or physical damage will expressly provide that the policy's underwriters waive their rights of subrogation against Verizon, the Facility's landlord, and their respective directors, officers and employees (the "Providers"), except for such loss or physical damage proximately caused by the sole negligence or willful misconduct of the Providers. In the event the Facility's landlord requires additional insurance pursuant to a lease relevant to a particular Space, or the landlord legally imposes additional other requirements under the lease, Customer hereby agrees to comply with the landlord's requirements under the lease, as the lease may be modified from time to time.

3.9.3 Certificate(s) evidencing the insurance coverages and other requirements of this Section will be submitted to Verizon upon execution of the Agreement. The certificate(s) will certify that no material alteration, modification or termination of such coverage will be effective without at least thirty (30) days advance written notice to Verizon.

3.10 **No Estate or Property Interest.** Verizon hereby grants to Customer an exclusive, limited license to use and occupy the Space in the Facility identified on each Service Order for the sole purpose of installing, operating and maintaining the Equipment in accordance hereto. Customer acknowledges that it has not been granted any real property interests in the Space or the Facility. Payments by Customer under the Agreement do not create or vest in Customer (or in any other entity or person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in the Facility or any part thereof. The parties intend and agree that the Equipment, whether or not physically affixed to the Facility, are not fixtures and will not be construed as such. Customer (or the lessor of the Equipment, if applicable) will report the Equipment as its personal property wherever required by applicable laws and will pay all taxes levied upon such Equipment. The Agreement is expressly made subject and subordinate to the terms and conditions of any underlying ground or facilities lease or other superior right by which Verizon or Verizon's affiliates have acquired its interest in the Facility. Customer agrees to comply with any terms and conditions of such superior right. If the consent of the holder of such superior right is required for the parties to enter into the Agreement, then such Agreement will not become effective until such consent is obtained. If such Agreement is subsequently construed by the landlord or the sub-landlord of the Facility (if applicable) to be a violation of the lease or sublease under which Verizon occupies the Facility, Customer will either enter into an agreement approved by such landlord or sub-landlord, or remove the Equipment from the Facility in accordance with these Terms and Conditions. Verizon agrees to cooperate with Customer in obtaining the approvals Customer may need to obtain from the landlord or sub-landlord.

3.11 **Force Majeure**

3.11.1 Any delay in or failure of performance by Verizon or Customer regarding the Data Center Colocation service is not considered to be a breach of the Agreement if and to the extent caused by a Force Majeure Event.

3.11.2 If the Space is damaged due to a Force Majeure Event, Verizon will give prompt notice to Customer of such damage, and may temporarily relocate the Equipment to new Space or a new Facility, if practicable. If the Facility's landlord or Verizon exercises an option to terminate a particular lease due to damage or destruction of the Space, or if Verizon decides not to rebuild the Space, the applicable Service Order will terminate as of the date of the Force Majeure Event. In the event of such termination, or a temporary cessation of the Data Center Colocation service caused by a Force Majeure Event, monthly recurring charges for Space and Data Center Colocation service will proportionately abate for the period from the date of the Force Majeure Event, and, in the case of temporary cessation, re-commence upon the re-commencement of the Data Center Colocation service. If neither the landlord of the Facility nor Verizon exercises the right to terminate, Verizon will repair the particular Space to substantially the same condition it was in prior to the damage, completing the same with reasonable speed. In the event that Verizon fails to complete the repair within a reasonable time period, Customer will have the option to terminate the applicable Service Order with respect to the affected Space, which option will be the sole remedy available to Customer against Verizon under the applicable Agreement relating to such failure. If the Space or any portion thereof is rendered untenable by reason of such damage and the Equipment is not relocated to a new Space or a new Facility, the monthly recurring charges for Space and Data Center Colocation service will proportionately abate for the period from the date of such damage to the date when such damage is repaired.

3.12 **Indemnity**

3.12.1 Customer and Verizon agree to defend, indemnify, and hold each other harmless from and against any third party claims, suits, damages and expenses asserted against or incurred by such party ("Indemnitee") arising out of or relating to bodily injury to or death of any person, or loss of or damage to real or tangible personal property or the environment, to the extent that such claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents or employees ("Indemnifying Party"). The Indemnifying Party shall pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred by the Indemnitee in enforcing the Agreement.

3.12.2 In addition to the above, Customer agrees to defend, at its own expense, and indemnify and hold harmless, Verizon and its subcontractors (collectively, the "Verizon Indemnitees") from and against any claims, suits, damages and expenses asserted against or incurred by any of the Verizon Indemnitees arising out of or relating to (i) Customer's acts, omissions, negligence and/or breach of its warranties or obligations hereunder, including, but not limited to Customer's nonpayment for the Space or Data Center Colocation service; (ii) Customer's connection of the Data Center Colocation service to any third party service or network, including, without limitation, damages resulting from unauthorized use of, or access to, the Verizon's Network by Customer or a third party; (iii) any third party's alleged ownership or possessory interest, lien, trust, pledge, or security interest in the Equipment, including, without limitation, any attempt by such third party to take possession of the Equipment; (iv) the dismissal, suspension, or termination of employment/work of any Customer employee or agent; (v) the denial of any entry to the Facility of any employee or agent of Customer; and (vi) violation, misuse or misappropriation of the trademarks, copyrights, moral rights, trade secrets, or other proprietary rights or intellectual property rights of Verizon or of a third party (other than a claim based on an assertion by a third party that Verizon does not own Verizon service marks or trademarks). Notwithstanding any provision to the contrary, Customer will pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred by Verizon Indemnitees as set forth in this Section, including, without limitation, reasonable attorneys' fees and costs incurred in enforcing the applicable Agreement.

3.13 **No Property Interest.** Payments by Customer pursuant to this Agreement or Service Attachment do not create in any other entity or person a property right of any nature in the Space or Facility or any part thereof.



4. **FINANCIAL TERMS.** Customer will pay the charges for Data Center Colocation Services specified in the Agreement and at the following URL: https://enterprise.verizon.com/service_guide/reg/cp-data-center-services-rates-charges.pdf.
5. **DEFINITIONS.** The following definitions apply to Data Center Colocation Services, in addition to the definitions identified in the Agreement, and the administrative charge definitions at the following URL www.verizonenterprise.com/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Customer Content	Content residing on the Equipment
Equipment	Customer server, Firewalls, data networking or voice equipment in a Facility Space
Facility	A location or Data Center in which Space is made available for Equipment
Measured Use Level	To calculate Customer's Measured Use Level, Verizon samples Customer's Internet Access service usage periodically throughout a monthly period. Customer's usage at the 95th percentile of samples (i.e., samples representing the highest 5 percentiles of usage are discarded) is Customer's Measured Use Level. For example, if Verizon took 100 samples of Customer's 10 Mbps Burstable Service level (within the 100 Mbps Burstable Service) in a given month and Customer's highest 6 samples were 17.67 Mbps, 17.05 Mbps, 15.72 Mbps, 13.22 Mbps, 12.25 Mbps, and 11.39 Mbps, Customer's Measured Use Level would be 11.39 Mbps for that monthly period.
Space	Equipment storage space in a Facility in which storage devices such as racks, cabinets, and cages reside, that is made available to Customer.