

EXHIBIT 7



EQUINIX

NOTE REGARDING USE OF THIS DOCUMENT: These Global Terms and Conditions ("GTC") are intended to be incorporated into country-specific master country agreements, and neither Licensed Space nor Services may be ordered in a country until the GTC and applicable master country agreements are fully executed.

Agreement Number: **00027557.0**

GLOBAL TERMS AND CONDITIONS

1. ORDERING AND PROVISION OF LICENSED SPACE AND SERVICES

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

2. PAYMENT TERMS AND TAXES

a. Fees will accrue from the Billing Commencement Date and Customer will be liable for Fees for the full term specified in each Order. Customer will pay in full all invoices from Equinix in the currency stipulated in the Order within thirty (30) days of the date of invoice. Interest shall be charged on past due amounts at the lower of (i) one and a half per cent (1.5%) per month; or (ii) the highest rate permitted by applicable law. Unless otherwise mutually agreed, Equinix will invoice monthly in advance for all recurring Fees and in arrears for usage-based or non-recurring Fees. Fees will be listed on Orders, except for Online Orders and Phone Orders which will be subject to Equinix's then-current list price unless otherwise mutually agreed.

b. If the amount of any invoice or any part thereof is disputed by Customer in good faith (*bona fide*) (a "**Disputed Amount**"), then Customer must submit a written notice with reasonable supporting documentation within ninety (90) days of the date of the initial invoice on which the Disputed Amount appears, failing which Customer waives all rights to dispute such Disputed Amount and to file any claim. The Parties will work together in good faith to resolve the Disputed Amount within thirty (30) days after receipt of Customer's notice.

c. If Customer's account is past due two (2) or more times in any twelve (12) month period, Equinix may charge Customer a deposit of three (3) months of the then-billable Fees to be held without interest (the "**Deposit**"). Equinix may deduct amounts due from the Deposit and will return or credit any remainder upon termination.

d. All amounts payable by Customer to Equinix under this Agreement exclude Taxes. Customer shall be responsible for (i) Taxes related to its activities and the ownership and operation of Customer's Equipment and (ii) Taxes imposed, levied or assessed thereon by any governmental or other authorities. If Customer is required to make any deduction, withholding or payment for Taxes in any jurisdiction on amounts payable to Equinix, such amounts will be increased such that after making such deduction, Equinix receives an amount equal to what it would have received if such deduction, withholding or payment had not been made.

3. ACCESS TO AND USE OF THE IBX CENTERS

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

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

provides written notice of termination within ten (10) days from the date of Equinix's notice.

c. Customer may sublicense Licensed Space to a Sublicensee provided that (i) the terms and conditions of such sublicense will be no less restrictive than this Agreement; (ii) Customer will not act or purport to act on behalf of Equinix or any landlord of Equinix; (iii) Customer will require the Sublicensee to abide by this Agreement and the applicable Policies; and (iv) Equinix shall not be deemed to have any obligations to any Sublicensee. No Sublicensee shall further sublicense any Licensed Space. Notwithstanding any sublicensing, Customer remains responsible to Equinix for the performance of all obligations under this Agreement including the payment of all amounts owed under this Agreement.

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

e. This Agreement is not intended to and does not constitute a lease of any real or personal property or a grant of any other real property interest. Customer acknowledges and agrees that (i) for Licensed Space and Services provided in a common law jurisdiction, it is granted only a license to use the Licensed Space in accordance with this Agreement; and (ii) for Licensed Space and Services provided in a civil law jurisdiction, the Licensed Space is made available and Customer is granted permission to access and use the Licensed Space in accordance with this Agreement. This Agreement is subject and subordinate to the leases for the IBX Centers and all superior instruments to such leases. Customer's Equipment will not be construed as fixtures or fittings. Equinix will retain title to all parts and materials used or provided by Equinix in providing the Licensed Space and the performance of the Services.

4. WARRANTY AND LIMITATION OF LIABILITY

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

b. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, EQUINIX DOES NOT MAKE AND HEREBY DISCLAIMS ALL WARRANTIES INCLUDING BUT NOT LIMITED TO EXPRESS, IMPLIED AND STATUTORY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. ALL LICENSED SPACE AND SERVICES ARE PROVIDED OR PERFORMED ON AN "AS IS", "AS AVAILABLE"



BASIS, AND CUSTOMER'S USE OF THE LICENSED SPACE AND SERVICES IS SOLELY AT ITS OWN RISK.

c. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF REVENUES (EXCEPT THAT CUSTOMER SHALL BE LIABLE FOR ANY FEES OR OTHER AMOUNTS OWED TO EQUINIX UNDER THIS AGREEMENT); (IV) LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA; (V) ANY CONSEQUENTIAL OR INDIRECT DAMAGES; OR (VI) ANY INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES (IF APPLICABLE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EQUINIX'S TOTAL LIABILITY TO CUSTOMER IN THE AGGREGATE FOR THE ENTIRE TERM (REGARDLESS OF WHETHER THE CLAIMS ARE BROUGHT DURING OR AFTER THE TERM) WITH RESPECT TO ALL CLAIMS ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING ATTORNEY'S FEES) WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO EQUINIX FOR THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST CLAIM AROSE. AS A FURTHER LIMITATION, EQUINIX'S MAXIMUM LIABILITY FOR ANY CLAIMS RELATING TO THE LICENSED SPACE AND THE SERVICES OFFERED OR PROVIDED BY EQUINIX (I) FOR A NON-RECURRING CHARGE ONLY; OR (II) AS SMART HANDS SERVICES, SHALL NOT EXCEED THE AMOUNT OF THE FEE FOR SUCH LICENSED SPACE AND SERVICES PROVIDED ON THE OCCASION GIVING RISE TO THE CLAIM.

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

f. Equinix and Customer each waive the right to bring any claim against the other Party arising out of or in any way relating to an Order more than one (1) year after the date such Order expires or is terminated. Each Party recognizes and agrees that the warranty disclaimers, limitations of liability and remedy limitations in this Agreement are materially bargained for by Equinix and Customer.

5. INSURANCE

a. Customer agrees to maintain the following insurance, at its expense, for each IBX Center during the Term, with insurers having a minimum AM Best rating of A- VII or S&P rating of A: (i) Commercial General Liability or Public Liability Insurance with a limit of US\$2,000,000 per occurrence, US\$4,000,000 in the aggregate (or the local currency equivalent), provided these limits may be achieved through a combination of primary and excess policies. Such insurance will include coverage for bodily injury and property damage; (iii) Workers' Compensation and Employer's Liability insurance where required by local statute; and (iii) All Risk Property Insurance on a replacement cost basis with limits adequate to cover the value of Customer's Equipment.

b. Customer will furnish Equinix with certificates of insurance upon request that evidence the minimum levels of insurance set forth herein, list Equinix as an additional insured or interested party on the Commercial General Liability or Public Liability policy and designate that Customer's insurance is primary and non-contributory. Customer waives its insurers rights of subrogation on all policies referenced above. Customer will provide at least thirty (30) days' prior written notice to Equinix of any non-renewal or cancellation of the policies referenced above.

6. TERM, TERMINATION AND SUSPENSION

a. This Agreement will commence on the Effective Date and will terminate on the date the last Order then in effect expires or is terminated. A termination of this Agreement shall terminate all Order(s).

b. Either Party may terminate this Agreement by giving written notice to the other Party if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days (ten (10) days in the case of a failure to pay Fees) after receipt of such notice. If Customer fails to cure a monetary breach, Customer will be responsible for all collections costs including reasonable attorneys' fees. If the breach (other than where Customer has failed to pay Fees) cannot be cured within thirty (30) days, the breaching Party shall be given a reasonable period of time, but not to exceed sixty (60) days after receipt of the notice, to cure the breach, provided that the breaching Party acts promptly and diligently to cure such breach.

c. Either Party may terminate this Agreement immediately upon giving written notice to the other Party if such other Party becomes unable to pay its debts as they become due, ceases to do business, enters into a deed of arrangement, undergoes judicial management, commences the process of liquidation, has a receiver appointed or begins winding up or similar arrangements.

d. Without limiting Equinix's rights under Section 6(b), Equinix may suspend the provision of the Licensed Space and/or the Services, deny access to and the removal of Customer's Equipment from the IBX Center, if Customer fails to cure any monetary breach of this Agreement within ten (10) days after notice of the same (or within five (5) days after notice of the same in the event Customer's account is past due on two (2) or more occasions during a twelve (12) month period).

e. Equinix may suspend the use of Licensed Space and/or provision of the Services if (i) Customer or Customer's Equipment interferes with Equinix's operation or maintenance of the IBX Center or with one or more of Equinix's other customers' use thereof, and within a reasonable time, not to exceed one (1) hour after being notified by email or phone, Customer fails to (a) cease such interference; (b) provide a plan acceptable to Equinix to cease such interference; or (c) authorize Equinix to take action to cease such interference (billed at Smart Hands rates); or (ii) in Equinix's reasonable judgment Customer or Customer's Equipment has the potential to interfere with Equinix's operation or maintenance of the IBX Center or with one or more of its other customers' use thereof, and within a reasonable time, not to exceed forty-eight (48) hours after being notified by e-mail or phone, Customer fails to (a) resolve such potential interference; (b) provide a plan acceptable to Equinix to resolve such potential interference; or (c) authorize Equinix to take action to resolve such potential interference (billed at Smart Hands rates). If Equinix suspends the use of Licensed Space and Services pursuant to this Section 6(e), unless Equinix has subsequently terminated this Agreement as permitted under this Agreement, Equinix will reinstate use of Licensed Space and resume the discontinued Services as soon as reasonably practical after it is reasonably satisfied that Customer has cured the breach(es) which gave rise to the suspension; and Equinix may charge a reinstatement fee. Further, Equinix may terminate this Agreement if Customer's breach referred to in this Section 6(e) continues for at least five (5) days or occurs more than three (3) times in any twelve (12) month period.

7. REMOVAL OF CUSTOMER'S PROPERTY

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



b. Subject to Section 7(a), while Customer has no right to use the Licensed Space or Services after an Order expires or terminates, if Equinix permits Customer to do so in its sole discretion, Customer will remain bound by the terms of the Order and this Agreement, including, without limitation, all payment obligations, and such continued use may be terminated by Equinix immediately upon notice.

8. CONFIDENTIAL INFORMATION

a. "Confidential Information" means information disclosed by one Party to the other Party; including (a) information identified by the disclosing Party, in writing or orally, as confidential at the time of disclosure; (b) information containing the disclosing Party's customer lists, customer information, technical information, pricing information, financial position, trade secrets, customer communications or proposals, benchmarking information, satisfaction surveys, or information relating to its business planning or business operations; (c) the terms of this Agreement; (d) the design of the IBX Centers, the Licensed Space, the Services provided, equipment used at the IBX Centers, the configuration of cables, networks and services at the IBX Centers. Information is not deemed Confidential Information if it (i) is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be confidential, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party. For the avoidance of doubt, the mere placement of materials or equipment containing information at an Equinix location does not constitute disclosure of such information to Equinix.

b. Neither Party will use or disclose Confidential Information from the other Party without the prior written consent of the other Party except where (i) if in the opinion of counsel, the disclosure is required by applicable law or regulation (including securities laws regarding public disclosure of business information) or by an order of a court or other governmental body having jurisdiction after taking steps to maintain its confidentiality where practicable; or (ii) reasonably necessary to be made to that Party's, or its Affiliates', employees, officers, directors, attorneys, accountants and other advisors, or (iii) necessary for a Party to exercise its rights and perform its obligations under this Agreement. In any case, the disclosing Party shall ensure that disclosure shall not be broader than necessary, and that the recipient agrees prior to receipt to keep the information confidential to the same extent as under this Agreement (except that such agreement need not be obtained for disclosures to a court, regulator or arbitrator).

c. Neither Party grants the other Party the right to use its trademarks, service marks, trade names, copyrights, other intellectual property rights or other designations in any promotion, publication or press release without the prior written consent of the other Party in each case. Notwithstanding this Section 8, (i) Equinix may issue a press release announcing Customer's entry into the IBX Centers; (ii) Equinix may display Customer's name, presence in the IBX Centers and other information uploaded by Customer on the Equinix Marketplace; and (iii) either Party may publicly refer to the other Party as a customer or vendor of Licensed Space and Services.

9. MISCELLANEOUS

a. Notice. Unless expressly stated in the Agreement, all notices, consents, or approvals required by this Agreement will only be effective if in writing and sent by (i) certified or registered mail, postage prepaid; (ii) overnight delivery requiring a signature upon receipt; (iii) delivery by hand; or (iv) facsimile or electronic mail (promptly confirmed by mail), to the Parties at the respective addresses or numbers in this Agreement or as designated in writing by the Parties. Notices, consents and approvals under this Agreement will be in writing, with either ink or electronic signature, and be deemed effective on the date of receipt. Notwithstanding anything to the contrary in this Agreement, notices relating to Policies sent by Equinix shall be presumed to be received five (5) days after mailing if sent by mail, two (2) days later if sent by overnight courier or on the date of dispatch if sent by electronic mail.

b. Entire Agreement. This Agreement, including these Global Terms and Conditions and the Equinix Service Level Agreement set out in Exhibit 1 to these Global Terms and Conditions, and all Orders, which are incorporated by this reference, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersede and replace all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written or oral, as well as any industry custom. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in this Agreement, but nothing in this Section 9(b) shall limit or exclude a Party's liability for fraud. This Agreement may be executed in two or more counterparts (and the signature pages may be delivered with ink or electronic signature or by facsimile or email), each will be deemed an original, but all together will constitute one and the same instrument. Except where otherwise expressly stated herein, this Agreement may be amended only by the written agreement of both Parties.

c. Construction. Each Party agrees that it has reviewed this Agreement, and this Agreement shall not be interpreted more strictly against the drafting Party. The section headings and captions are for convenience only and will not be used to construe this Agreement. If any provision of this Agreement is adjudged by a court to be invalid, illegal or unenforceable, it will not affect the validity, legality, or enforceability of the other part(s) of the same provision or of the other provisions in this Agreement.

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

e. Subcontracting and Transfer. Equinix may permit any other Equinix Company, independent contractor or other third party, to perform any of Equinix's obligations hereunder. Equinix may transfer this Agreement or any of its rights and obligations hereunder with prior notice to Customer. Customer may transfer this Agreement or any of its rights and obligations hereunder to an Affiliate or to an entity which is acquiring all or substantially all of Customer's business or assets with prior notice to Equinix, and in all such events the person or entity to whom this Agreement is assigned by Customer must agree in writing to be bound by all of the terms of this Agreement. This Agreement will be binding upon and inure to the benefit of all successors and permitted transferees of Equinix and Customer, who will be bound by all of the obligations of their predecessors or transferors.

f. Force Majeure. Except for Customer's obligation to pay amounts owed under this Agreement, including Fees, neither Party will be responsible or in any way liable to the other Party, and neither Party will have any termination or other rights, arising out of or relating to a failure by the other Party to perform any of its obligations under this Agreement if such failure is caused by events or circumstances beyond its reasonable control. These events may include but not be limited to acts of God, war, labor strike, terrorist act, fire, flood, earthquake, health epidemic or any law, order, regulation or other action of any governing authority or agency.

g. Conflicts. All Orders are subject to the terms and conditions of this Agreement. In the event of ambiguity, conflict or inconsistency among the documents comprising this Agreement, the documents shall be given a descending order of precedence as follows (i) the Order; (ii) the master country agreement including attachments and exhibits to the master country agreement, other than these Global Terms and Conditions; (iii) the Policies; and (iv) these Global Terms and Conditions.

h. Data Protection. "Contact Data" means business contact data (including but not limited to CRM databases and data that is set out on access lists at any IBX Center from time to time) containing personal and/or private information of a Party, its agents, employees or any



authorized user of the Licensed Space and Services (including Sublicensees) and its agents, employees, consultants, contractors or partners provided to or obtained by the other Party by virtue of the performance of the Agreement and whose use, processing or transfer of such data is regulated by law or regulation as "personal data".

Customer acknowledges that Equinix, Equinix Parties and their agents will, by providing the Licensed Space and Services, come into possession of Contact Data. Customer acknowledges and agrees that Equinix, Equinix Parties and their agents may use, process and/or transfer Contact Data (including intra-group transfers and transfers to the United States or to other countries located within or outside the European Economic Area): (i) in connection with the provision of Licensed Space and Services; (ii) to incorporate Contact Data into databases controlled by Equinix or Equinix Parties for the purpose of account administration, billing and reconciliation, operational maintenance and support activities, fraud detection and prevention, and customer and market analysis and reporting; and (iii) to communicate to Customer by voice, letter, fax or email regarding products and services of Equinix or Equinix Parties or third parties through the Equinix Marketplace. Customer may withdraw consent for such use, processing or transfer of Contact Data as set out in (iii) above by sending written notice to Equinix on the prescribed form, available from Equinix. Customer acknowledges that it has the right to access Contact Data upon written notice and have any agreed errors in such Contact Data rectified, to have its Contact Data deleted or to obtain additional information on the use, processing and/or transfer of its Contact Data.

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

j. General. Except where otherwise expressly stated herein, and subject to the limitations set forth in Section 4, the rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that a Party would otherwise have.

The Parties are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither Party may bind the other or incur obligations on the other's behalf without the other's prior written consent.

There will be no third party beneficiaries to this Agreement.

No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

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

for the provision of Licensed Space and performance of the Services.

10. DEFINITIONS

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

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

Affiliate: As to a Party, any entity controlling, controlled by, or under common control with such Party, where the term "**control**" and its correlative meanings, "**controlling**," "**controlled by**," and "**under common control with**," means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity.

Agreement: The meaning given to such term in the relevant master country agreement into which these Global Terms and Conditions are incorporated.

Associated Entity: Means (i) each individual, company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with Customer, Authorized Persons or Accompanying Persons, (ii) any of Customer's end users and (iii) Sublicensees.

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

Billing Commencement Date: For Licensed Space or a Service ordered in an Order (other than Online Orders or Phone Orders), the date designated in the Order as the Billing Commencement Date or if there is no date designated in the Order, then the date on which the Licensed Space is provided or the Service is delivered. For Licensed Space or a Service ordered in an Online Order or Phone Order, the date Equinix begins providing the Licensed Space or Service to Customer, unless otherwise agreed to by the Parties in the Order.

Cross-Connect: A physical or wireless interconnection within an IBX Center that (i) exits Customer's Licensed Space or (ii) connects Customer to another Equinix customer.

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

Equinix Company: An Affiliate of Equinix, Inc.

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

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

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

IBX Centers: The International Business Exchange Centers in which



Customer receives Licensed Space and Services from Equinix pursuant to an Order.

Licensed Space: The areas which, for space in an IBX Center in a common law jurisdiction, are licensed by Customer or, for space in an IBX Center in a civil law jurisdiction, are made available to Customer with permission to access and use, in each case under this Agreement and the Orders, and as identified in the Orders as to the amount of space. For each Licensed Space, Equinix will determine at all times the exact location in the IBX Centers where the Licensed Space will be located, and Equinix will notify Customer accordingly.

MCA Signatories: The Equinix Company and Customer Affiliate that are the signatories to a master country agreement.

Online Order: An Order placed via an Equinix customer care website or email, to be effective only after Equinix accepts it in accordance with Equinix's applicable procedures or Equinix begins providing the Licensed Space or the Services ordered under the Online Order.

Order: An order for Licensed Space or Services prepared by Equinix, or an amendment thereto that is incorporated into this Agreement by reference; which describes the Licensed Space or Services. Orders are not valid until signed by both Parties, except for Online and Phone Orders. Equinix is under no obligation to accept an Order. Unless otherwise specified, reference to Order(s) shall also include Online Orders and/or Phone Orders.

Phone Order: An Order placed over the phone, where available, will be effective only after Equinix accepts it in accordance with Equinix's applicable procedures or when Equinix begins providing the Licensed Space or the Services.

Policies: Equinix's procedures, rules, regulations, security practices and policies for the IBX Centers, as amended from time to time.

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

Services: All services, goods and other offerings provided by Equinix under an Order pursuant to this Agreement.

Smart Hands: Equinix's onsite technical assistance which may include following Customer's express instructions relating to remote management, installation or troubleshooting of Customer's Equipment or any other assistance agreed to by Equinix in an Order.

Sublicensee: A customer of Customer or other third party who (i) sublicenses all or part of the Licensed Space from Customer, if such Licensed Space is located in a common law jurisdiction, or (ii) is able to access and use all or part of the Licensed Space as made available by Customer, if such Licensed Space is located in a civil law jurisdiction.

Taxes: Sales, use, transfer, privilege, excise, consumption tax, Value Added Tax ("VAT") or Goods and Services Tax ("GST") as applicable, and other similar taxes and duties, whether foreign, national, state or local, however designated, levied or imposed (whether as a deduction, withholding or payment) now in force or enacted in the future, which apply to the Licensed Space provided or the Services performed by Equinix for Customer or to Customer for its operations and use of the Licensed Space or Services, but excluding taxes on Equinix's net income.

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

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

CUSTOMER TO COMPLETE:

Acknowledged and agreed.

EQUINIX TO COMPLETE:

Acknowledged and agreed.

Customer Company Name: **EGLA COMMUNICATIONS**
(Complete Legal Name)

Authorized Signature: EDWIN HERNADNEZ
EDWIN HERNADNEZ (Mar 17, 2014)

Printed Name: EDWIN HERNADNEZ

Title: VP OF ENGINEERING

Authorized Signature: Michael Markham
Michael Markham (Mar 17, 2014)

Printed Name: Michael Markham

Title: VP Global Business Operatic



**EQUINIX SERVICE LEVEL AGREEMENT
EXHIBIT A TO GLOBAL TERMS AND CONDITIONS**

The purpose of this Service Level Agreement ("**SLA**") is to define the measurable performance levels for the provision of Equinix Services and specify remedies available to Customer if Equinix fails to achieve these levels. Words capitalized but not defined in this SLA will have the meaning defined in the Agreement.

1. POWER SERVICES

Redundant Power at 99.999+% availability. This is met by achieving less than five (5) minutes of Unavailability over a twelve (12) month period ("**Redundant Power SLA Threshold**") per cabinet. For the purposes of this paragraph, a Redundant Power Service is considered Unavailable when a functioning cabinet that includes Customer provided automatic failover capability is powered by two (2) power circuits from d power busses, and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power. Subject to Section 4, if Unavailability exceeds the Redundant Power SLA Threshold, Customer will be entitled to a Service credit equal to 1/30th of the Monthly Recurring Charges ("**MRC**") for the affected power circuits and Licensed Space MRC for the cabinet attached thereto ("**Loaded Cabinet MRC**"). Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Redundant Power SLA Threshold.

Non-Redundant Power at 99.99+% availability. This is met by achieving less than fifty-two (52) minutes of Unavailability over a twelve (12) month period ("**Non-Redundant Power SLA Threshold**") per cabinet. For the purpose of this paragraph, a Non-Redundant Power Service is considered Unavailable when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power. Subject to Section 4, if Unavailability exceeds the Non-Redundant Power SLA Threshold, Customer will be entitled to a Service credit equal to 1/30th of the Loaded Cabinet MRC for the affected Loaded Cabinet. Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Non-Redundant Power SLA Threshold.

2. LICENSED SPACE ENVIRONMENTAL SERVICES

Temperature at 99.99+% availability. This is met by achieving less than fifty-two (52) minutes of Unavailability over a twelve (12) month period ("**Temperature SLA Threshold**") per cabinet. For the purpose of this paragraph, temperature is considered Unavailable when the temperature drops below 64.4 F (18 C) or exceeds 80.6 F (27 C). Subject to Section 4, if Unavailability exceeds the Temperature SLA Threshold, Customer will be entitled to a Service credit equal to 1/30th of the Loaded Cabinet MRC for the affected Loaded Cabinet. Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Temperature SLA Threshold.

Humidity at 99.99+% availability. This is met by achieving less than fifty-two (52) minutes of Unavailability over a twelve (12) month period ("**Humidity SLA Threshold**") per cabinet. For the purposes of this paragraph, Humidity is considered Unavailable when the humidity drops below twenty-five percent (25%) or exceeds sixty-five percent (65%). Subject to Section 4, if Humidity Unavailability exceeds the Humidity SLA Threshold, Customer will be entitled to a Service credit equal to 1/30th of the MRC for the affected Loaded Cabinet. Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Humidity of SLA Threshold.

3. CROSS-CONNECT

Cross-Connect service at 99.99+% availability. This is met by achieving less than fifty-two (52) minutes of Unavailability over a twelve (12) month period ("**Cross Connect SLA Threshold**") per Cross-Connect. A Cross-Connect is considered Unavailable when the passive physical media that Equinix uses for the Cross-Connects fails and the endpoints of the Cross-Connect are not able to maintain a communication connection due to the failure of the physical media. Subject to Section 4, if Cross-Connect Unavailability exceeds the Cross-Connect SLA Threshold, Customer will be entitled to a Service credit equal to the MRC for the affected Cross-Connect.

4. GENERAL

Notwithstanding anything to the contrary in this Attachment or the Agreement the following provisions apply to all Services: The Service credits set forth in this Attachment are Customer's sole and exclusive remedy if Equinix fails to meet the service level thresholds stated herein and in any calendar month the maximum Service credit to which Customer shall be entitled for any Service will not exceed the MRC for such Service. All periods of Unavailability must be verified by Equinix, and approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. The period of Unavailability is measured from Customer's notification to Equinix of the incident to the time the Unavailability has been remedied as confirmed by Equinix. For avoidance of doubt, Equinix measures Temperature and Humidity Unavailability between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet. Customer shall not be entitled to a Service credit if the event or condition that would have otherwise given rise to the credit was caused by any of the following: acts of God, war or acts of terrorism, labor strikes or other labor action, fire, flood, earthquake, landslide, earth movement, hurricane, typhoon, tsunami, volcanic eruption or other natural disaster, riot or civil unrest, official orders from judicial, law or civil authorities, scheduled maintenance windows, Customer's equipment, actions or inactions of Customer or its representatives, actions or inactions outside of Equinix's reasonable control; or if Customer does not request a credit from Equinix in writing at the appropriate country contact specified below within seven (7) days after the incident entitling Customer to a credit has been remedied.

For questions or support please work with your authorized Equinix Sales Representative or the Equinix Service Desk in your region.

