



## COLOCATION

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### 1. GENERAL

- 1.1 **Service Definition.** Colocation provides Space for Customer's servers and other computing hardware (Colocated Equipment), along with power, network connectivity, cooling and related infrastructure. Verizon offers Colocation in two versions: Standard Data Center and Advanced Data Center.
  - 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (sometimes denoted with a "+") and non-Optimized Service.
- 1.2 **Interconnection.** With Colocation, Customer may not directly interconnect with any third parties without prior written consent from Verizon. Verizon reserves the right to require that any permitted interconnection with a third party be set forth in a separate contract.
  - 1.2.1 **Conditions When Approved.** If Verizon allows Customer to bring into a Data Center additional non-Verizon circuits from a third party carrier, then the following conditions apply: (a) the alternate carrier must have an approved existing presence inside the Data Center, (b) Customer must purchase a Verizon-provided cross-connection to the alternate carrier's existing presence inside the Data Center, (c) the alternate carrier will not be allowed to pull fiber to Customer's cabinet directly, and (d) Customer must use the cross-connection to the alternate carrier for redundancy purposes only. For any approved use of non-Verizon circuits from an alternate carrier, Customer must purchase at least an equal amount of bandwidth connectivity from Verizon. Should Verizon determine Customer is purchasing more bandwidth connectivity from an alternate carrier, Customer will promptly purchase additional bandwidth from Verizon.



- 1.2.2 **Alternate Carrier Responsibilities.** Verizon does not take responsibility for any alternate carrier circuits. Verizon has no obligation to monitor or maintain alternate carrier capacity in any Data Center. Data Centers are not carrier-neutral facilities (unless available and purchased as described below). If Customer is utilizing an alternate carrier in a Data Center and such alternate carrier infrastructure requires augmentation, then Customer acknowledges that the alternate carrier is responsible for notifying Verizon a minimum of 45 Business Days prior to the desired augment availability.
- 1.2.3 **Cross-Connects.** Cross-connects are required for Verizon-provided U.S. Private Line Service, Private IP Service and alternate carrier circuits.
- 1.3 **Installation.** Colocated Equipment may be installed by an authorized Customer representative or by Verizon. In connection with any installation, Customer may request that Verizon temporarily store Colocated Equipment. All requests relating to installation shall be initiated by Customer through the VEC online portal or as otherwise directed by Verizon.
- 1.3.1 **Receipt and Storage by Verizon.** In order to allow Customer to send Colocated Equipment ahead of installation, Verizon will help coordinate the delivery. All shipments by Customer to any Data Center must be scheduled at least five Business Days in advance and must receive a written confirmation from Verizon. Any shipment that Verizon has not agreed to store may be rejected (and may be returned at Customer's cost). Customer is aware that any temporary storage is subject to availability and that the volume that Verizon can store may vary. Notwithstanding anything to the contrary, Customer will remain responsible for any risk of damage or loss to any shipped, delivered or rejected Colocated Equipment, unless such damage or loss is caused by the negligence or willful misconduct of Verizon. When properly scheduled by Customer, Verizon will store Colocated Equipment temporarily in the Data Center subject to the following:
- Unless otherwise agreed to by Verizon, Verizon will only store a maximum of two boxes at any one time (each of maximum size of 2m<sup>3</sup>) and only for a maximum of five Business Days.
  - If Customer fails to remove the temporarily stored Colocated Equipment within five Business Days, then Verizon will at its discretion ship such Colocated Equipment back to Customer or to a third party (at Customer's cost).
  - 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 pose any risk or be in breach of the Agreement.
  - Customer is solely responsible for accepting delivery of Colocated Equipment delivered to a Data Center on behalf of Customer. At Customer's request, Verizon may, in its sole discretion, accept delivery of Colocated Equipment at a Data Center on Customer's behalf.
- 1.3.2 **Installation by Verizon.** At the direction of Customer in a written statement of work (SOW), Verizon will install the SOW-identified Colocated Equipment in the Space. Such installation includes unpacking, mounting and cabling for power and data connectivity. Any equipment that requires more than one person for installation will require Customer personnel to be present to assist with the installation. Verizon will not be responsible for any failure to install equipment that does not fit into the Space. Verizon will only install fully assembled and tested equipment. Verizon will not be responsible for the performance of any Colocated Equipment. Under floor cabling can only be completed outside Business Hours. If Customer is providing its own cabinets or relay racks in connection with an installation by Verizon, then such cabinets or racks must be delivered to the Data Center at least five Business Days prior to the scheduled installation date.
- 1.3.3 **Installation by Customer.** Customer may install Colocated Equipment in the Space, provided that Customer (i) schedule the installation time in advance with the manager of the applicable Data Center and (ii) provide a reasonably detailed summary of the scope of the installation (including an identification of the equipment that is expected to be installed). Customer is liable for any party performing installation on Customer's behalf.



## 2. AVAILABLE VERSIONS

2.1 **Standard Data Center.** With this version, Verizon provides Colocation with the following:

- On-site Fuel Capacity with a Minimum One Day Reserved
- CCTV
- Fire Detection
- Fire Suppression
- HVAC/Chillers
- Manned Security (depends on site)

2.2 **Advanced Data Center.** For the first three or fewer cabinets, Customer must subscribe to a minimum of one Mbps of either: (1) Verizon's data services (e.g., IP services (Fast Ethernet Services), Frame Relay Service, ATM service, Domestic Private Line Services, or Private IP Service); or (2) Verizon's voice services (i.e., access to Verizon's voice network). Customer must subscribe to one additional Mbps of such data or voice service for each additional cabinet above the initial three purchased by Customer. With this version, Verizon provides Colocation with all the features available at a Standard Data Center, plus the following:

- On-site Fuel Capacity with a Minimum Two Days Reserved
- On-site Work Area (depends on site)
- Redundancy & Resiliency (N+1) (depends on site)

2.3 **Optional Features.** Where available, Verizon offers the optional features listed below, which can be added to both versions, except as otherwise noted:

### 2.3.1 Data Center Facilities and Certifications.

- Carrier-Neutral
- 24x7 Access via Access Control List
- Customer Break Room
- Cross-Connect (upon request)
- SSAE Audit (depends on site for Standard Data Center)
- ISO 27001 Certification (Advanced Data Center only and depends on site)
- Customer Hot-Desking (Advanced Data Center only and depends on site)

2.3.2 **Uninterruptible Power Supply.** Uninterruptible power supply (UPS) and redundant power are not available unless otherwise specified at a particular Data Center. Verizon will assist Customer with identifying the appropriate rack-mountable UPS, but Customer is solely responsible for (i) determining Customer's power backup requirements and (ii) procuring the UPS that works with its Colocated Equipment. Customer may purchase its own UPS or order UPS through Verizon. If Customer purchases UPS through Verizon, then the UPS identified in the Order shall become Customer's property (and title will pass to Customer) upon placement of the UPS in Customer's Space. Customer acknowledges that any UPS is subject to failure. Verizon is not liable for any loss suffered as a result of any UPS failure. Customer is solely responsible for maintenance of the UPS and its associated batteries. Customer is also responsible for conveying UPS batteries that have reached their end-of-life to a recycling center (UPS batteries are not to be disposed of as standard commercial waste).

2.3.3 **Tape Rotation.** Tape rotation requires an annual subscription. Subject to availability and as directed by Customer, Verizon will perform any of the following on request: (a) identify, change and store backup media in the Space; (b) mount and collect tapes; (c) label tapes and maintain an inventory list of backup media; (d) support tape pickup and delivery (but Customer must coordinate the courier service); and (e) carry out individual tape rotation. Customer must provide any necessary backup devices, clearly labelled media and a written set of procedures.



2.3.4 **Remote Hands Support (Formerly known as Hands and Eyes Support).** Remote Hands Support is not available at all Data Centers.

2.3.4.1 **Monthly Minimum.** Where on-site support at a Data Center is available, Customer must subscribe for Remote Hands Support for a minimum of three hours monthly in order to request support. Usage will be calculated in 15-minute increments. Unused time expires monthly and cannot be rolled over into subsequent billing periods. Remote Hands Support is charged as a monthly recurring charge and additional non-recurring charges will be billed to Customer for any support hours exceeding the number of hours subscribed for in the applicable Order.

2.3.4.2 **Customer Direction.** Remote Hands Support will be provided as directed by Customer. Verizon will use commercially reasonable effort to perform Remote Hands Support consistent with Customer's direction. In order to perform Remote Hands Support, Verizon may request instructions or support from Customer. Verizon has no liability for any loss (including data loss) or damage (including to Colocated Equipment) that results from providing Remote Hands Support, or from its unavailability. Customer acknowledges that it is Customer's responsibility to assess the impact of any Remote Hands Support on any warranty or maintenance coverage associated with any specific Colocated Equipment. Verizon will not open the outer case of Colocated Equipment to facilitate any Remote Hands Support.

2.3.4.3 **Triggering Support Activity.** Where available, any of the Remote Hands Support hours that were subscribed for can be used 24x7 with the support of Verizon engineers (unless otherwise stated for a specific activity) operating as "remote hands" consistent with the written or telephoned instructions from the Customer. Remote Hands Support also includes the following:

- Power cycling support where a Verizon engineer will turn Colocated Equipment "Off and On" at the Customer's direction. This task may 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 a keyboard, monitor and mouse connected to Colocated Equipment.
- Basic Trouble Shooting which may include: (a) conducting a visual inspection of the Space and Colocated Equipment; (b) providing information via phone or email on any visual displays (such as LEDs or computer screen output); (c) providing feedback on possible areas of weakness; (d) checking and securing cable connections; (e) swapping Customer-supplied cables (such as power and network cables) and (f) undertaking modular parts swapping of plug and play boards, where parts are accessible externally without having to open the Colocated Equipment. All spare parts must be provided by the Customer.

2.3.4.4 **Scheduled and Ad Hoc Activity.** Customer will endeavor to schedule in advance all requests for Remote Hands Support by raising a ticket via the VEC online portal. Remote Hands Support can be used to perform scheduled activities, which are performed on a commercially reasonable efforts basis and require a minimum of three Business Days' notice. Verizon reserves the right to change the time or date for any scheduled activity in case of emergency. Additionally, Remote Hands Support can be used to respond to ad hoc Customer support needs when triggered by a trouble ticket with typical response times of under four hours.

2.3.4.5 **Additional Situations that Incur Charges.** Remote Hands Support hours may also be used for activity performed in connection with cleaning a vacated Space. There are no complimentary hours for free Remote Hands Support included. All Remote Hands Support hours will be assessed as Charges to Customer, and may exceed the minimum hours subscribed by Customer.

## 2.4 **Customer Responsibilities**



**2.4.1 Advance Notice and Emergency Contacts.** If Customer desires any assistance in the Data Center, then Customer shall provide commercially reasonable notification to Verizon prior to arriving at the Data Center 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. Customer will provide emergency contact names and telephone numbers.

Customer will maintain all documentation related to its Colocated Equipment. Customer is responsible for labeling all Colocated Equipment.

**2.4.2 Maintenance of Space.** 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 have delivered to the Data Center. No modifications will be made to the Space or Data Center unless approved by Verizon. Verizon will provide five Business Days' advance written notice to Customer of its demand to remove any unapproved items from the Space (such as materials that could be considered a fire hazard). After such five-day period, Verizon may disconnect or remove unauthorized items (which may include Colocated Equipment) from the Space. Verizon may charge Customer for Remote Hands Support to remove trash or other unauthorized materials that Customer has not timely removed.

**2.4.3 Control over Content.** Customer has sole control and responsibility over the Content residing on Colocated Equipment. Verizon will not seek or be granted access to the Content on Colocated Equipment. Customer will promptly and thoroughly respond to any notices that the Content on Colocated Equipment violates the Digital Millennium Copyright Act, 17 U.S.C. § 101 et. seq. or any other law, rule or regulation. Customer will immediately remove or render non-infringing, at Customer's expense, any Content on any Colocated Equipment alleged to infringe any patent, trademark, copyright, or other intellectual property right. Customer is fully responsible for any third-party software it uses in connection with Colocated Equipment.

**2.4.4 Control over Employees and Agents.** Customer is responsible for causing its employees and agents to observe these Service Terms. Customer's employees and agents will comply with (i) all applicable laws, rules, regulations, and ordinances, (ii) all security procedures, requirements, and safety practices for each Data Center and (iii) and posted "house rules" in each Data Center. Customer will check with local Data Center management for specific restrictions regarding cell phone usage in each Data Center.

**2.4.5 Removal of Colocated Equipment.** Upon cancellation, termination or expiration of any Order for Colocation, Customer shall be responsible for (i) promptly removing its personal property, UPS and all Colocated Equipment from the applicable Data Center, (ii) surrendering the applicable Space to Verizon in the same condition as it was originally delivered to Customer, reasonable wear and tear excepted, and (iii) fully repairing any damage to the Data Center caused by Customer (including any damage resulting from Customer's removal of any Colocated Equipment from the Space). Any equipment or personal property not removed from the Space within 30 days following the date of cancellation, termination or expiration of the applicable Order will, at Verizon's option, conclusively be deemed to have been abandoned by Customer. Upon written notice to Customer and after the completion of such 30-day period, Verizon may apportion, sell, use, store, destroy, or otherwise dispose of any equipment or personal property left in the Data Center without liability to Customer or any other person or entity (in each case, at Customer's cost).

**2.4.6 Colocated Equipment Specifications.** Colocated Equipment must conform to the specifications set forth in the documentation provided by Verizon to ensure that any equipment placed within a Data Center or connected to the Verizon Network is safe, reliable and performs as intended. All parts, components, wires, and cable shall, where practical, be marked and traceable to their original manufacturer.



### 3. SUPPLEMENTAL TERMS

- 3.1 **Disclaimer.** Verizon disclaims all liability for any Content on Colocated Equipment. Notwithstanding anything to the contrary, if Verizon determines that any Colocated Equipment poses an immediate risk to the Data Center, Verizon may immediately disconnect or remove such Colocated Equipment without prior notice to Customer and without liability to Verizon. Verizon disclaims any loss or damage that results from accepting Colocated Equipment for temporary storage or from Verizon taking any reasonable action to prevent any potential harm to a Data Center. Verizon disclaims all liability for any performance or use of any alternate carrier circuits (including any loss, damage or other adverse impact caused by an alternate carrier circuit).
- 3.2 **No Property Interest.** Verizon hereby grants to Customer a limited license to use and occupy the Space in the Data Center identified on the applicable Order for the sole purpose of installing, operating and maintaining Colocated Equipment. Customer has not been granted any real property interests in the Space or the Data Center. 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 Data Center or any part thereof. Colocated Equipment, whether or not physically affixed to the Data Center, will not be construed as fixtures. Customer (or the owner or lessor of the Colocated Equipment, if applicable) will report the Colocated Equipment as its personal property wherever required by applicable laws and will pay all taxes levied upon such Colocated 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 Data Center. Customer agrees to comply with any terms and conditions of such superior right.
- 3.3 **Customer Access.** Customer will furnish to Verizon, and keep current, a written list identifying a maximum of 10 individuals (18 years of age or older) authorized to access the Space. Customer will endeavor to ensure that no listed individual is a convicted felon. Verizon reserves the right to revoke the Data Center entry privileges of any person at any time and for any reason. Customer must review and update the Access Control List regularly. Customer may create temporary access permissions through the VEC online portal and Customer remains responsible for (i) any acts or omissions of any person granted access on behalf of Customer and (ii) updating the permissions with a deadline.
- 3.4 **Prohibited Activity.** Customer will use the Space only for the purposes of installing, maintaining, and operating approved Colocated Equipment. Customer shall use the common areas of the Data Center only for the purposes for which they are intended. Customer shall cause all its employees and agents to refrain from any prohibited activity listed below.
- 3.4.1 **No Interference.** Customer will not use any products, tools, materials, or methods that, in Verizon's reasonable judgment, might endanger or interfere with the Data Center, the Verizon Network, Verizon's provision of Colocation, or the personnel or property of Verizon, its vendors or its other customers. Customer will ensure that noise or interference generated by Colocated Equipment will not exceed the threshold limits for EMI/RFI established by the FCC. Verizon may take any reasonable action to prevent potential interference.
- 3.4.2 **No Alterations.** Customer will not alter, tamper with, adjust, or repair any property not belonging to Customer. Customer further agrees not to erect signs or devices on the exterior of the Space or to make any physical changes or material alterations to the Space or any portion of the Data Center.
- 3.4.3 **No Harm.** Customer will not bring any harmful or dangerous materials into a Data Center (as determined by Verizon). Such materials include, but are not limited to, wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, and weapons. Use of cameras, video or



voice recording devices is limited to the interior of Customer's Space. Customer agrees that its employees and agents will not harm or attempt to breach the security of the Data Center or any systems connected to the Data Center. Customer will not knowingly allow the introduction of any malware, virus or damaging code to the Data Center or take any action that facilitates or contributes to a security breach in the Data Center.

3.4.4 **No Rule Breaking.** Customer will not break any of the rules or prohibitions identified by a Verizon representative relating to any Data Center. For the avoidance of doubt, the following are prohibited at each Data Center: (a) permanent use of extension cords; (b) use of power that exceeds the originally provisioned level, (c) extending power between adjacent footprints, (d) use of broadcast devices inside the Data Center (including but not limited to, 802.11x; RFID; and cell phone data cards); (e) use of voice features on cell phones outside of designated areas, (f) photography or unauthorized recording, (g) food or drink, (h) unapproved signage and (i) vaping and smoking.

3.4.5 **No Sublicensing.** Customer will not provide, make available, sublicense or permit any use of the Space or Data Center by any third party (excluding Customer's employees and agents). Verizon may terminate any Order immediately for Cause upon notice to Customer if (a) Customer makes the Space available to any other person or entity other than Customer's employees and agents or (b) if Colocation is resold or used by another organization.

3.5 **Additional Verizon Rights.** Verizon may exercise any of the rights below in its discretion.

3.5.1 **Entry and Observation.** Verizon and its designees may enter the Space at any time without prior notice for reasons related to security, safety and maintenance of the Data Center. Verizon and its designees may observe the activities of Customer's employees and agents in the Data Center and may inspect the Colocated Equipment brought into the Data Center.

3.5.2 **Relocating Equipment.** Verizon reserves the right to relocate Colocated Equipment within a Data Center or to another Data Center with at least 90 days' written notice (with no such notice period required for a move resulting from a Force Majeure Event). Colocated 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 Colocated Equipment is moved.

3.5.3 **Equipment Lien.** All Colocated Equipment situated in the Data Center 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 Colocated Equipment. Customer must promptly notify Verizon of any other lien on or security interest in the Colocated Equipment. Customer may remove from the Data Center only the Colocated Equipment in which Customer can evidence it has sufficient ownership or possessory interest, and only after it has become current on any unpaid Charges. Other than with respect to any lien on or security interest in the Colocated Equipment, ownership of the Customer Equipment will not at any time vest in Verizon or a Verizon Affiliate.

3.6 **Insurance Requirements.** Customer will observe the requirements below during the entire Service Commitment period.

3.6.1 **Insurance Coverage.** 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 covering not less than the replacement cost of Customer's property.

3.6.2 **Insurance Terms.** All insurance policies will be issued by carriers reasonably satisfactory to Verizon. MCI Communications Services, LLC d/b/a Verizon Business will be named as an additional insured with respect to all coverages except Worker's Compensation Insurance and All-Risk Property Insurance. 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. 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 Colocated Equipment against loss or physical damage will expressly provide that the policy's underwriters waive their rights of subrogation against Verizon, the Data Center'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 Verizon or the Data Center's landlord requires additional insurance for a Space, Customer agrees to comply with such requirements.

3.6.3 **Insurance Certificates.** Certificates evidencing the insurance coverages and other requirements of these Service Terms will be submitted to Verizon upon execution of the Agreement and upon request. Such certificates will certify that no material alteration, modification or termination of such coverage will be effective without at least 30 days advance written notice to Verizon.

### 3.7 **Liability for Damages**

3.7.1 **Damaged Equipment.** If Verizon damages any Colocated Equipment as a result of negligence or willful misconduct, Verizon will repair or replace the damaged item or, at Verizon's option, will reimburse Customer for the reasonable cost of repair or replacement.

3.7.2 **Damaged Space.** If the Space is damaged due to a Force Majeure Event, Verizon will give prompt notice of such damage to Customer, and may temporarily relocate Colocated Equipment or may terminate the applicable Order as of the date of the Force Majeure Event. In the event of a termination, or a temporary cessation of the Colocation caused by a Force Majeure Event, monthly recurring charges (MRC) will be reduced for the impacted period. If there is no termination, then Verizon will repair the impacted 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 Order with respect to the impacted Space, which will be the sole remedy available to Customer against Verizon relating to such failure.

3.7.3 **Mutual Indemnity.** 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.

**3.7.4 Customer Indemnity.** Customer agrees to defend, 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 the Agreement; (ii) Customer's connection of Colocation to any third party service or network, (iii) Customer's facilitating or participating in the unauthorized use of, or access to, the Verizon's Network; (iv) any third party's alleged ownership or possessory interest, lien, trust, pledge, or security interest in Colocated Equipment; (v) the dismissal, suspension, or termination of employment/work of any Customer employee or agent; (vi) the denial of any entry to a Data Center of any employee or agent of Customer; or (vii) any alleged 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. 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.

### **3.8 Geographic Restrictions**

**3.8.1 Country Specific Terms.** The applicable service description for Colocation and the Acceptable Use Policy are set out in separate documents provided to Customer and are incorporated into the Agreement by reference (available at [www.verizonbusiness.com/terms/](http://www.verizonbusiness.com/terms/))

**3.8.2 For Italy.** The parties expressly acknowledge that the clauses of the Agreement have been carefully assessed and negotiated by the Parties, pursuant to articles 1341 and following of the Italian civil code. Customer specifically approves the provision stating that the SLA (where applicable) contains the Customer's sole and exclusive remedies for any performance-based claim relating to the provision of Colocation, including any failure by Verizon to meet the specific obligations set out in the SLA.

**3.8.3 For Turkey.** This Service Attachment shall not apply to Colocation provided in Turkey.

**4. SERVICE LEVEL AGREEMENT.** The applicable Service Level Agreement for Colocation can be found at the following URL: [www.verizon.com/business/service\\_guide/reg/colocation-slas-toc.htm](http://www.verizon.com/business/service_guide/reg/colocation-slas-toc.htm)

**5. FINANCIAL TERMS.** Customer will pay the Charges for Colocation specified in the Agreement and at the following URL: [www.verizon.com/business/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm)

**5.1 Additional Charges.** Verizon may charge Customer Remote Hands Support for removal of items left in the Data Center by Customer. Charges for Remote Hands Support are billed in 15 minute increments with a 60 minute per incident minimum.

**5.2 Price Changes.** Verizon will start billing the Recurring Charges on the Activation Date and will increase the Recurring Charges for Colocation by the percentage set forth in the Order once every 12 months from the Activation Date. Separately, Charges related to power may vary on a monthly basis based on changes in the underlying power costs allocable to the Data Center housing Customer's Space.

**5.3 Termination.** During any Service Commitment, for any early termination of any features or options related to the Space or Colocation by Customer, Verizon may bill Customer for 100% of the Recurring Charges (other than power) which would have been due and payable if the remainder of the Service Commitment had been completed. At the end of any applicable Service Commitment, in countries where permissible, if Customer remains in the Space and fails to sign a renewal Order, then these



terms will continue on a month-to-month basis and Verizon may increase the monthly charges by the percentage set forth in the Order.

6. **DEFINITIONS.** The following definitions apply to Colocation, in addition to the definitions identified in the Agreement, and the administrative charge definitions at the following URL: [www.verizon.com/business/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm).

<b>Term</b>	<b>Definition</b>
<b>Data Center</b>	A location or Verizon Facility in which Space is made available for Colocated Equipment.
<b>Space</b>	Square footage space that is assigned to Customer by Verizon, which may include racks, cabinets, and cages.