



Master Services Agreement

This Master Services Agreement (the “MSA”) by and between Phoenix MSA Holdings LLC, a Delaware limited liability company (“Centersquare”) and you, the customer utilizing Services as defined below (“Customer”) is for the provision of Services and a license to utilize space and power within the Facilities.

1. Definitions. Capitalized terms shall have the meaning set forth below or elsewhere in the MSA.

- a. “Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the entity referred to. As used in this definition, “control” means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) interest in an entity.
- b. “Customer Equipment”** means any Customer-owned/leased or Customer-provided equipment used in a Facility.
- c. “Customer Representative”** means any Customer employee, agent, contractor or other third party who accesses a Centersquare premises or the Services on behalf of Customer.
- d. “Customer Service Guide”** means the customer guide referenced in a Service Order, which may be modified by Centersquare from time to time by posting an updated Customer Service Guide at such website or a successor website. Such modification shall be effective three (3) days after posting of the updated Customer Service Guide.
- e. “Equipment Space”** means the designated area within the Facility, or on the roof of such Facility, that the Customer may access and use.
- f. “Facility”** means the data center(s) where the Services are provided as identified on a Service Order.
- g. “Portal”** means any online purchasing website or portal made available by Centersquare for Customer’s use.
- h. “Services”** means the Services provided to Customer by Centersquare, as set forth on an executed “Service Order.”
- i. “Service Order”** means an order, change order, exhibit, and statement of work or other document, executed by both parties that identifies the Services provided by Centersquare to Customer. Any Services purchased by Customer through the Portal will be deemed to be purchased pursuant to a Service Order.
- j. “Service Level Agreement”** or “SLA” means Attachment A that sets forth the Service Level Agreement applicable to each individual Service, if any.
- k. “Taxes”** means any foreign, federal, state, and local excise, gross receipts, sales, use, value added, privilege, withholding, franchise tax, customs, duties or other governmental charge (other than taxes based on net income of Centersquare), whether imposed directly upon Centersquare or Customer, attributable to or measured by the sale price, transaction amount and/or Services purchased.

2. Agreement; Order of Precedence. The agreement between the parties consists of the MSA, all Service Orders including those subsequently signed by the parties, SLA, and the Customer Service Guide (collectively, the “Agreement”). For clarity, each Service Order between the parties is a separate and distinct agreement between



the applicable Centersquare and Customer entities on the Service Order, provided that all Service Orders relating to the same data center are collectively, a separate and distinct agreement with respect to such data center between the applicable Centersquare and Customer entities on the Service Order. In the event of a conflict within the terms and conditions of the Agreement, the following order of precedence applies: this MSA, Service Order(s), SLA, and then the Customer Service Guide.

3. Service, Service Term, Fees and Charges.

a. Services. Centersquare shall provide the Services at the Facility as set forth in each Service Order and in accordance with the terms of the Agreement. Certain Services have additional terms and conditions that are contained in the applicable Attachment. Any Services provided to an Affiliate of Customer shall be governed by this MSA.

b. Service Term. The Service Term is (i) the initial Service Term for Service(s) listed on the Service Order(s) (the “**Initial Service Term**”) or (ii) any applicable renewal term. The MSA shall continue in effect for as long as any Service Order(s) remains in effect.

c. Billing Start Date. The Billing Start Date is the date of the earlier to occur of: (i) the date Services are available for use by Customer or (ii) the date upon which Customer begins to use the Services.

d. Service Term Start Date. The Service Term Start Date is the date the Initial Service Term, or a renewal term begins. If a Service delivery is delayed, incomplete or is not usable by Customer due to Customer’s actions or inactions (or the actions or inactions of any other party acting by or on behalf of Customer), Centersquare will have the right to commence the Billing Start Date as if such Service was delivered.

e. Renewal. EACH RECURRING SERVICE RENEWS AUTOMATICALLY FOR ADDITIONAL TERMS EQUAL TO THE LENGTH OF THE INITIAL SERVICE TERM. EITHER PARTY SHALL NOTIFY THE OTHER PARTY IN WRITING NO LESS THAN NINETY (90) DAYS PRIOR TO THE END OF THE THEN-CURRENT SERVICE TERM THAT IT HAS ELECTED TO TERMINATE SUCH SERVICE, IN WHICH CASE SUCH SERVICE SHALL TERMINATE AT THE END OF THE THEN-CURRENT SERVICE TERM.

f. Annual Escalators. Unless stated otherwise in a Service Order executed by both parties, excluding month-to-month Services (including network and cross connects), monthly recurring charges for all other Services will increase annually on the anniversary of the Service Term Start Date by the greater of (i) three percent (3%) or (ii) in accordance with the Consumer Price Index as published by the US Bureau of Labor Statistics at <https://www.bls.gov/cpi/> for the most recent 12-month period available preceding such increase.

g. Power Pass Through Charges. If Centersquare experiences an increase in the rates and charges for obtaining electrical power services from the underlying provider, Customer’s rates and charges may increase in a proportional amount.

4. Payment.

a. General Terms. All invoices are to be paid in full within thirty (30) days of the date of the invoice (“**Due Date**”). All charges invoiced to Customer shall be deemed valid unless Customer disputes such charges in writing pursuant to Section 4.c. (Payment Disputes). Monthly recurring charges and installation charges shall be invoiced monthly in advance for the month in which the Service is delivered, beginning on the Service Term Start Date and other non-recurring charges shall be invoiced in arrears. Billing for partial months is prorated based on average



of thirty (30) days per month. Customer agrees to pay interest on all amounts not paid by the applicable Due Date at the rate of the lesser of one and one half percent (1.5%) per month or the highest rate permitted by applicable law and attorneys' fees and costs incurred by Centersquare in collecting such amounts. Customer agrees to pay all applicable Taxes. In the event Customer fails to pay undisputed invoices after the second consecutive Due Date, then Centersquare may suspend the applicable Services through various actions including, but not limited to, denying physical access to Customer Equipment (including through remote hands), denying connectivity to outside networks or suspending power.

b. Taxes.

i. Charges under the applicable Service Orders are exclusive of any Taxes and such Taxes will be invoiced to Customer.

ii. Customer agrees to: (a) pay withholding tax directly to the appropriate government entity where required by law; (b) furnish a tax certificate evidencing such payment to Centersquare; (c) pay Centersquare only the net proceeds after tax; and (d) fully cooperate with Centersquare in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents.

iii. Where taxes are based upon such location(s) receiving the benefit of the Services, Customer has an ongoing obligation to notify Centersquare of such location(s) if different than Customer's business address listed in the applicable Agreement.

iv. Customer will maintain, and provide upon request, records, system tools output, and access to Customer's premises as reasonably necessary for Centersquare and its independent auditor to verify Customer's compliance with the Agreement.

c. Payment Disputes. If Customer in good faith disputes a portion of any invoice, Customer shall notify Centersquare of such dispute including the date of the invoice in question, the amount disputed and the reason the Customer believes the charge is inaccurate via email to billing@centersquaredc.com prior to the Due Date. Centersquare will promptly work to reconcile any submitted disputes. Customer is obligated to pay all non-disputed amounts when due, regardless of whether an invoice contains disputed charges. Reconciliation of a payment dispute shall be made within fifteen (15) days, where within fifteen (15) days thereafter either (i) Customer shall pay a correctly billed charge; or (ii) Centersquare shall credit a charge billed in error.

5. Termination.

a. Termination Notice. Notice by Customer to Centersquare of intent to terminate must be provided via terms outlined below. In the event of termination or suspension of a Service for any reason, Customer must pay all charges accrued through the date of termination or suspension.

b. Termination for Cause. Either party may terminate any particular Service Order upon an Event of Default of the other party. A Customer "Event of Default" means (a) failure by Customer to pay any amount within ten (10) days of the applicable Due Date; or (b) any other material breach of this Agreement by Customer, which breach is not cured within three (3) days following written notice by Centersquare. A Centersquare "Event of Default" means a material breach of this Agreement by Centersquare (other than Service-related issues, which are addressed in Section 18), which breach is not cured within ten (10) days following written notice by Customer.



c. Other Termination. If any portion of the Facility becomes subject to a condemnation proceeding or is condemned, or Centersquare's possession is otherwise terminated or abated, Centersquare may terminate the affected Service Order. If Centersquare's possession to a Facility is terminated due to Centersquare's fault, Centersquare shall use reasonable commercial efforts to relocate Customer to one of its other data centers. If such relocation is unacceptable to Customer, then Customer may terminate the applicable Service Order(s), provided Customer delivers written notice to Centersquare within thirty (30) days of Customer's receipt of Centersquare's notice of its termination of possession.

d. Effect of Termination. Upon the effective date of expiration and non-renewal or termination of an applicable Service Order (the "**Date of Termination**"):

i. Termination of Services. Centersquare will immediately cease providing the terminated Services and Customer must remove Customer Equipment in accordance with Section 7 below.

ii. Remaining Obligations. Any and all payment obligations of Customer under this Agreement for the terminated Services for the remainder of the Service Term will immediately become due as liquidated damages, except that in the event of termination by Customer pursuant to Section 5.b. or 5.c., Customer will pay for the applicable Services through the date of termination. If any Customer Equipment remains in a Facility following termination of Customer's space-related Service, Customer shall be subject to all obligations of Customer contained in this Agreement, in each case until removal of the Customer Equipment.

iii. Holdover. If Customer remains in possession of any or all of their Equipment Space after the end of the Service Term, then Customer shall be deemed to be a "**Holdover**" for the Equipment Space. During the Holdover, Customer shall pay Centersquare a monthly fee equal to one hundred fifty percent (150%) of the last full calendar monthly recurring charges at the time of the end of the Service Term (the "**Holdover Fee**"). A payment by Customer and acceptance by Centersquare of the previous monthly recurring charges shall not be deemed a waiver of the Holdover Fee or result in a renewal or extension of the Service Term.

6. Use of Services.

a. General Use. Customer will not use Services: (a) for fraudulent, abusive, or unlawful purposes or any other unauthorized or attempted unauthorized use, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; or (b) in any manner that causes interferences with Centersquare or another customer's use or performance of Centersquare provided network or infrastructure. Customer will not use or access the Services or any Centersquare Facilities in a manner that: materially interferes with or harms the Centersquare infrastructure or any third parties; or is tortious or violates any third party right. Centersquare may suspend Services if Customer violates this Section. Centersquare will notify Customer in writing prior to suspending Services. However, Centersquare may terminate for cause or suspend Services without notice if (i) Centersquare becomes aware of a violation of any applicable law or regulation or activity that exposes Centersquare to criminal or civil liability; or (ii) to prevent imminent or on-going harm to Centersquare's network, Centersquare property or another Centersquare customer's network or property. Customer is responsible for Customer Representative's use of the Services as if it were Customer using the Services.

b. Customer Service Guide. Customer shall comply with all Facility operating policies and the Customer Service Guide.

7. Customer Equipment.



a. Customer Equipment Access. Customer shall have access to all Customer Equipment during the Service Term twenty-four (24) hours per day, seven (7) days per week, provided that Customer adheres to Centersquare's security and access procedures outlined in the Customer Service Guide. Centersquare, in its sole discretion, may require that Customer and any Customer Representatives be escorted when they are in the Facility, and may suspend Customer's access as required in an emergency situation. Centersquare may physically access the Equipment Space, Customer Equipment, and/or take any action reasonably deemed necessary by Centersquare to exercise its rights and obligations, and/or enforce the Agreement.

b. Moving Customer Equipment. Centersquare reserves the right to relocate Customer Equipment within the Facility or to another data center in the same metropolitan area as the Facility with sixty (60) days' written notice to Customer. Centersquare will pay all reasonable and necessary moving fees and expenses associated with the relocation of Customer Equipment.

c. Removal of Customer Equipment. If any Customer Equipment remains in a Facility within fourteen (14) days following termination of Customer's space-related Services, Customer shall be responsible for all reasonable storage and moving fees. If Customer does not remove the Customer Equipment after thirty (30) days following notice to remove Customer Equipment from the Facility or has not paid the reasonable storage or moving fees, then Customer agrees that the Customer Equipment shall be deemed to be transferred to Centersquare, and Centersquare may remove and dispose of the Customer Equipment at its sole discretion and may retain any proceeds from such disposition, without liability. With the exception of reasonable wear and tear, Customer agrees to maintain and return the Equipment Space in an orderly and safe condition. Failure to do so may result in Centersquare cleaning the Equipment Space and passing the costs on to Customer.

8. Representations, Warranties, and Obligations of Customer. Customer represents and warrants as follows: (i) it has full power and authority to enter into this Agreement; (ii) the execution of the Agreement does not violate an agreement to which Customer is party; (iii) Customer agrees to comply with all federal, state and local laws applicable to Customer's use of the Services, including, without limitation, applicable laws related to storage, transmission and use of Customer data, information and content; (iv) Customer agrees to comply, and cause Customer Representatives to comply, with the Customer Service Guide; (v) Customer shall not make any material alterations to the Equipment Space without obtaining written consent of Centersquare; and (vi) Customer shall not allow Customer Representatives to enter the Equipment Space who have not been approved by Centersquare in advance.

9. Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE SERVICES AND ANY RELATED SOFTWARE AND/OR EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION GIVEN BY CENTERSQUARE OR ITS EMPLOYEES, AFFILIATES, CONTRACTORS, OR AGENTS SHALL CREATE A WARRANTY. CENTERSQUARE MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE COMPLETELY SECURE, FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF CUSTOMER. CENTERSQUARE MAKES NO GUARANTEE REGARDING, AND ASSUMES NO LIABILITY FOR, THE SECURITY AND INTEGRITY OF DATA OR INFORMATION A USER TRANSMITS VIA THE SERVICES OR OVER THE INTERNET, INCLUDING DATA INFORMATION TRANSMITTED VIA ANY SERVER DESIGNATED AS "SECURE." CENTERSQUARE DOES NOT MONITOR, EXERCISE CONTROL OVER, OR ACCEPT RESPONSIBILITY FOR THE CONTENT OF INFORMATION PASSING THROUGH ITS NETWORK. CENTERSQUARE DOES NOT WARRANT THAT THE SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SERVICES WILL BE UNINTERRUPTED.



10. Indemnification.

a. Indemnification by Centersquare. Centersquare shall indemnify, Customer and its employees and affiliates from and against any and all third party “Losses” which includes, but is not limited to, claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, without limitation, reasonable attorneys’ fees) arising from or related to (a) tangible personal property damage to Customer Equipment located in the Facility resulting from Centersquare’s gross negligence or willful misconduct, up to the depreciated cost of the damaged equipment; and (b) actual personal injury damage resulting from Centersquare’s gross negligence or willful misconduct.

b. Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Centersquare and its employees, affiliates, contractors, and agents from and against any and all third party Losses arising from or related to (a) any breach of Centersquare’s Customer Service Guide; (b) any use of the Service; or (c) any grossly negligent or willful act or omission by Customer, or Customer Representatives.

11. Limitations of Liability.

a. Consequential Damages Waiver. IN NO EVENT SHALL EITHER PARTY OR ITS EMPLOYEES, AFFILIATES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS, REVENUE, DATA, OR USE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, INCLUDING, WITHOUT LIMITATION, LEGAL THEORIES OF CONTRACT, TORT, OR STRICT LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. Limitation of Liability. EXCEPT FOR A BREACH OF SECTION 16 (INTELLECTUAL PROPERTY), A BREACH OF SECTION 6 (USE OF SERVICES), ANY LIABILITY THAT CANNOT BE CAPPED BY APPLICABLE LAW, OR CUSTOMER’S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY’S LIABILITY FOR ANY DAMAGES EXCEED THE ACTUAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE AFFECTED SERVICE(S) DURING THE THREE-MONTH PERIOD PRIOR TO THE DATE THE DAMAGES OCCURRED OR THE CAUSE OF ACTION AROSE.

12. Insurance.

a. Customer Insurance Obligations. Customer must procure and maintain, at Customer’s sole cost and expense, the following insurance coverage during the Service Term: (i) commercial general liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 in annual aggregate for bodily injury and property damage; (ii) employers’ liability insurance with limits not less than \$1,000,000 per occurrence; and (iii) workers’ compensation insurance with limits not less than that prescribed by statutory limits. Customer shall require any contractor entering any Facility on its behalf to procure and maintain the same types, amount, and coverage extension as required by the Customer. Customer agrees to include Centersquare as additional insured on its general liability policy and will require its insurers to waive subrogation against Centersquare. Upon request, Customer shall provide a certificate of insurance to Centersquare evidencing such insurance requirements.

b. Centersquare Insurance Obligations. Centersquare shall procure and maintain, at Centersquare’s sole cost and expense, the following minimum insurance coverage during the Service Term: (i) commercial general liability



insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in annual aggregate; (ii) employers' liability insurance with limits not less than \$1,000,000 per occurrence; and (iii) workers' compensation insurance with limits not less than that prescribed by statutory limits.

13. Assignment. Either party may assign Service Order(s) in whole (but not in part): (i) to an Affiliate; or (ii) as part of a corporate reorganization, consolidation, merger, sale of all or substantially all of its assets, or transaction or series of related transactions that results in the transfer of fifty percent (50%) or more of the outstanding voting power of assignor. The parties may not otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void; except that Centersquare may assign this Agreement or delegate the performance of certain Services to Affiliates and wholly owned subsidiaries.

14. Governing Law; Venue. The parties will attempt in good faith to resolve any dispute within thirty (30) days of notice of a dispute through discussion between themselves at the operational level. The Agreement shall be governed and constructed in accordance with the laws of the State of Texas without regard to any conflict of law provisions. Should a dispute arise under or in relation to the Agreement, jurisdiction over and venue of any such suit shall be exclusively in the state and federal courts of Dallas, Texas. The parties hereby waive any jurisdictional venue or inconvenient forum objections to such courts. **EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, AND ALL OTHER CLAIMS.**

15. Confidentiality. "Confidential Information" includes but is not limited to any non-public information such as client/customer lists, audits & security reports, sales forecasts, technical information, strategies, policies & procedures, marketing, sales projections, financial plans, valuations, capitalization reports, budgets and other operational, technical, and financial information of either party, that is disclosed by one party to the other party related to this Agreement. Neither party, without the prior written consent of the other party, shall (a) disclose any of the terms of the Agreement; or (b) disclose the Confidential Information received from the other party. Confidential Information shall not include information that (a) was in the public domain free of any obligation of confidence at the time it was communicated to the other party; (b) is rightfully communicated to the other party free of any obligation of confidence subsequent to the time it was communicated; (c) was in the other party's possession free of any obligation of confidence at the time it was communicated; or (d) is independently developed by a party without the use of the other party's Confidential Information disclosed hereunder. All Confidential Information shall be and remain the property of the disclosing party and no right or license is granted to the other party with respect to any Confidential Information. Each party will use reasonable efforts to protect the other party's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own Confidential Information. A party may disclose Confidential Information if required to do so by a government agency, by operation of law, or necessary in any proceedings to establish rights or obligations under the Agreement; provided, however, that so long as such notice is not prohibited by law, each party agrees to notify the other as soon as reasonably practical after receiving notice of such required disclosure to allow the other party to contest such disclosure. Each party agrees to limit disclosure and access to Confidential Information to those of its employees, contractors, attorneys or other representatives who reasonably require such access in order to accomplish the purposes of the Agreement and who are subject to confidentiality obligations at least as restrictive as those contained herein. The parties acknowledge that Centersquare does not have access to information stored, transmitted or processed by the Customer through use of the Services.

16. Intellectual Property. Nothing in the Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title or interest (express, implied or otherwise) in any information, material, technology, trademarks, copyrights, service marks, trade names, patents, trade secrets or other form of intellectual property of a party (collectively, "**Intellectual Property**"), its Affiliates or their respective licensors to the other



party. Customer agrees that it will not, directly or indirectly, circumvent, reverse engineer, decompile, disassemble, reproduce, otherwise attempt to derive source code, trade secrets or other intellectual property, or modify or make derivative works from any Centersquare Intellectual Property or that of its Affiliates or their respective licensors.

17. Third Party Services. Centersquare may provide Customer access to third party products or services, including availability of third-party applications through deployment or implementation tools (“**Third-Party Services**”). Customer’s use of any such Third-Party Services is governed by the terms of Customer’s agreement with the provider of those Third-Party Services.

18. Service Level Credits. The SLA sets forth Customer’s sole and exclusive remedy for Centersquare’s failure to meet the SLA or any component thereof.

19. Power Utilization. If Customer’s usage exceeds its contracted power allocation, Centersquare will charge Customer for excess power usage at one hundred fifty percent (150%) of the Customers’ current kW / all-in rate through the end of the current Service Term. Customer will be notified through the Portal of such violation. In accordance with the National Electrical Code, the maximum active power a Customer should draw from a given circuit should not exceed eighty percent (80%) of any such associated circuit.

20. Audit Reports. Upon Customer’s request once per calendar year, Centersquare will provide a copy of a third-party ISO 27001 or a SSAE 18 SOC II audit report (or their equivalent successor standards) as it pertains to the Services, provided Customer agrees to Centersquare’s non-disclosure agreement if specifically required for such disclosure.

21. Publicity. Customer grants Centersquare the right to use Customer’s name and logo in Centersquare’s website and marketing material and to act as a reference for Centersquare upon Centersquare’s reasonable request.

22. Notices. All notices required to be given hereunder shall be in writing and deemed given if sent to the addressee either (a) by registered or certified mail, return receipt request, postage prepaid, three (3) days after such mailing; or (b) by national or international overnight courier service, the next business day; or (c) may be sent via email, which for Centersquare is legal@centersquaredc.com, or by mail to Phoenix MSA Holdings LLC, Attn: Legal Dept., 3100 Olympus Blvd., Suite 510, Coppell, Texas 75019, and will be deemed given on the day such notice is delivered. Centersquare will not credit charges where Customer fails to comply with such terms when disconnecting, terminating or not renewing Services purchased under this Agreement. Any notices to Customer shall be to the individuals and address Customer provides to Centersquare, or as set forth in Centersquare’s records.

23. Force Majeure. Centersquare will not be liable for any failure of performance or equipment due to causes beyond its reasonable control, including but not limited to: acts of god, fire, flood, or other catastrophes, any law, order, regulation, direction, action, or request of any government entity or agency, or any civil or military authority; national emergencies, insurrections, riots, terrorist attacks or wars.

24. Severability. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.



25. Waiver. 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.

26. Entire Agreement. The Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior representations, understandings, and agreements between the parties with respect to the Services. Terms, provisions or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may provide to Centersquare or use in connection with the procurement of Services from Centersquare will have no effect on the rights, duties or obligations of the parties hereunder, regardless of any failure of Centersquare to object to such terms, provisions or conditions.

27. Amendments. Except as stated otherwise in this MSA, the Agreement may only be amended in writing and signed by both parties. In the case of an online MSA, Centersquare may modify this MSA from time to time by posting an updated MSA at <https://centersquaredc.com/msa> or a successor website and providing at least three (3) days prior notice to Customer. In the event such notice does not specify the date such modification is effective as of, such modification shall be effective thirty (30) days after Customer's receipt of such notice.

28. Survival. The provisions in Sections 5, 7, 9, 10, 11, 14, 15, and 22 shall survive any expiration or termination of the Agreement.



Attachment A

Service Level Agreement for Services

1. Service Level Agreement and Credits. Customer is eligible for a service credit based on the percentage of the total monthly recurring charges for the affected Service.

Service Level	Description	SLA Non-Compliance	SLA & Credits
Power Availability	Centersquare’s commitment is to maintain availability of the power to Customer Equipment in the Facility 100% of the time provided Customer subscribes to redundant power circuits. Customer is responsible for proper cabling and connectivity of the circuits to support a redundant configuration within the Equipment Space. The SLA does not cover overloaded or misconfigured installations.	Failure of both the primary and redundant circuits	SLA=100% <100% = 5% 99.95% = 10% <99.95% = 15% 99.5% = 20% <99.5% = 25% 99.0% = 30% <99.0% = 35%
Environmental Availability	Centersquare’s commitment is to maintain availability to temperature and humidity to ASHRAE allowable standards 100% of the time. Environmental unavailability exists with (a) temperature and humidity drop below ASHRAE allowable standards and has been confirmed by Centersquare across three sections within the Facility; and (b) Centersquare has not been able to resolve the issues within 120 minutes of Customer notification.	Environmental Availability after resolution period: <99.999%	SLA=100% <100% = 5% 99.95% = 10% <99.95% = 15% 99.5% = 20% <99.5% = 25% 99.0% = 30% <99.0% = 35%
Network Cross Connect Availability	Centersquare’s commitment is to maintain availability of Customer’s cross connects provided by Centersquare 100% of the time. Cross connection unavailability exists when (a) due to a failure of Customer’s cross connects provided by Centersquare, a particular	Redundant Network Cross Connect Availability: <100%	SLA=100% <100% = 20%



	Customer port is unable to transmit data from the Centersquare cross connect(s); and (b) such failure is recorded in Centersquare’s trouble ticket system. The SLA does not apply unless Customer subscribes to redundant cross connects. Downtime due to routing failover to the redundant resources is excluded from this SLA.		
Regional Connect / Metro Connect Dedicated, Blended IP / IP Connect, Compute Nodes, Digital Cross Connect Availability	Network availability is the amount of uptime in a network system over a specific time interval. Uptime refers to the amount of time a network is fully operational. Time is added up for a month to then apply to the SLA Non-Compliance and Credit table. The SLA does not apply unless Customer uses dual port service, if applicable.	>27 sec to 4 min	2%
		>4 min to 44 min	5%
		>44 min to 438 min	10%
		>438 min to 877 min	15%
		>877 min	20%

2. Remedies. The service credits set forth in this SLA are Customer’s sole and exclusive remedy (the “**Remedies**”) if Centersquare fails to provide a Service at the level required by the SLA (“**SLA Non-Compliance**”).

3. Customer Must Request Remedies. In order to receive any of the Remedies, Customer must notify Centersquare via email to support@centersquaredc.com within seven (7) days from the time Customer becomes eligible to receive such Remedies. Failure to comply with this requirement will forfeit Customer’s right to receive such Remedies.

4. Remedies Shall Not Be Cumulative; Maximum Remedy. The Remedies set forth herein are not cumulative. The aggregate maximum Remedy for any and all failures to provide Services at the level required in a single calendar month shall not exceed one half (1/2) calendar month of recurring charges for such affected colocation Services.

5. Service Credit Exceptions. Service credits shall not be available to Customer in cases where the Service is unavailable as a result of (a) the acts or omissions of Customer or Customer Representative(s); (b) the failure, malfunction, or limitation of throughput of equipment, network, software, applications or systems not owned or directly controlled by Centersquare; (c) events outside of Centersquare’s control, including but not limited to, force majeure events or distributed denial of service attacks; (d) scheduled maintenance with prior notice posted at <https://centersquaredc.com/portal-guides>, which is subject to change upon prior notice; (e) urgent maintenance with notice provided as soon as is commercially practicable under the circumstances; (f) Customer has undisputed balances more than thirty (30) days past due (credit will be issued once Customer is current on all payments); (g) any suspension of the applicable Service pursuant to the Agreement; (h) Customer’s failure to reasonably cooperate (which includes, but is not limited to, providing appropriate access to Centersquare) with Centersquare so that Centersquare can provide the Service and/or prevent or resolve an event that would give rise to SLA Non-Compliance; or (i) Customer is in breach or default under this Agreement at the time of the event giving rise to credits.

6. Regional Connect / Metro Connect; Blended IP / IP Connect. The following provisions shall only apply to Customer’s purchase of Regional Connect/Metro Connect and/or Blended IP/IP Connect Services:

a. Charges and Invoicing. Customer shall be billed for its network bandwidth usage as follows:



i. IP Connect CIR. In addition to amounts payable by Customer for their selected committed information rate (“**IP Connect CIR**”) tier, in the event Customer selects burstable bandwidth in connection with its IP Connect Service, Customer will be billed for applicable overages above Customer’s IP Connect CIR tier. The foregoing also applies to Blended IP Services.

ii. Additional Taxes and Fees. In addition to the Taxes defined in the MSA, the customer shall be responsible for and shall pay all applicable taxes, fees, surcharges (e.g. universal service fund fees, regulatory) related to telecommunication or internet services, whether imposed directly upon Centersquare or Customer, attributable to or measured by the sale price, transaction amount and/or Services purchased. Some taxes and related fees are recovered through imposition of a percentage surcharge(s) on the charges for Service.

b. No Warranty on Network Traffic. Except as otherwise set forth in this Agreement, Centersquare makes no guarantee regarding, and assumes no liability for, the security and integrity of data or information a user transmits via the Services or over the Internet, including data information transmitted via any server designated as "secure." Centersquare does not monitor, exercise control over, or accept responsibility for the content of information passing through its network. All persons and organizations, including Centersquare customers, who transmit information over or who publish information that is made accessible through Centersquare's network are responsible for the content of the information and for complying with the laws applicable to its publication. Centersquare will cooperate with legal authorities in the investigation of suspected criminal or civil violations.

c. Indemnification. As it relates to Customer’s use of the Services, Customer will defend, indemnify and hold harmless Centersquare from and against any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, liquidated or un-liquidated, (i) of any of Customer’s end users in connection with their use of the Services; or (ii) arising from or related to Customer’s failure to obtain any required approval, consent or authorization; or (iii) Customer’s violation of any applicable law, rule or regulation or (iv) Customer’s use of Service in contravention of this Agreement. Indemnification under this Section will include reasonable attorneys’ fees and all reasonable costs and expenses incurred that arise out of, or result from or are based upon any complaint, claim, action, proceeding or suit subject to such indemnification.

7. Subject to Service Order. The SLA does not apply to any Services that expressly exclude this SLA as may be stated in the Service Order for such Services.



Attachment B

Megaport Services

1. Terms and Conditions for Megaport Services. The terms and conditions in this Attachment B applies to those Megaport services (“**Megaport Services**”) listed under the Megaport Services label in a Service Order. If any term in this Attachment B conflicts with any other terms in the MSA, then the terms in this Attachment B shall prevail. Customer shall abide by Megaport’s Acceptable Use Policy at <https://www.megaport.com/legal/acceptable-use-policy/> and Global Services Agreement at <https://www.megaport.com/legal/global-services-agreement/>.

2. Description of Megaport Services and Service Levels. Megaport Services and related service levels are described in the Service Schedule portion of Megaport’s Global Services Agreement. In order to receive any of the remedies, Customer must notify Centersquare via email to support@centersquaredc.com within seven (7) days from the time Customer becomes eligible to receive such remedies. Failure to comply with this requirement will forfeit Customer’s right to receive such remedies.

3. Megaport Service Term Renewal. Upon the expiration of a Megaport Service Term, the Megaport Service Term will continue on a month-to-month basis (each a “**Megaport Renewal Term**”). Either party may terminate a Megaport Service Term upon 30 days’ written notice. Monthly fees may change upon 30 days’ written notice during a Megaport Renewal Term.

4. Megaport Portal

a. Ordering Additional Megaport Services. Customer will be given access to the “Megaport Portal” allowing Customer to order additional Megaport Services. Customer will be responsible for all fees for Megaport Services ordered through the Megaport Portal including any Taxes.

b. Limitations on Ordering Additional Megaport Services. When ordering Megaport Service through the Megaport Portal, all Megaport Services must originate from a Centersquare Facility. Any Megaport Service ordered through the Megaport Portal that does not originate from a Centersquare Facility will be cancelled.

c. Privacy Under Megaport Portal. By using the Megaport Portal, any Customer information used in the Megaport Portal will be subject to Megaport’s Privacy Policy found at <https://www.megaport.com/legal/privacy-policy>.

5. Indemnification. Customer will indemnify and hold harmless Centersquare from any third-party claims arising from Customer’s unlawful or misuse of the Megaport Services.