



MASTER SERVICE AGREEMENT
UNITED STATES

This Master Service Agreement (the "MSA (United States)") is entered into on July 31, 2008 (the "Effective Date") by and between Equinix Operating Co., Inc. ("Equinix") and the undersigned customer ("Customer")

In consideration of the mutual covenants and conditions set forth below, Equinix and Customer agree as follows:

A1 The term "Agreement" as used in this MSA (United States) and in the General Terms and Conditions attached hereto as Attachment A ("General Ts&Cs") shall mean this MSA (United States) and everything incorporated into this MSA (United States) by reference, including the General Ts&Cs as modified below, and everything referenced in this MSA (United States) and in the General Ts&Cs as being incorporated by reference into this Agreement, including the Policies and all Orders. Capitalized terms used in this MSA (United States) but not defined in this MSA (United States) shall have the meaning ascribed to them in the General Ts&Cs.

A2 The terms and conditions set forth in the General Ts&Cs are hereby incorporated by reference into this MSA (United States) with the following modifications:

a This Agreement will be governed in all respects by the internal laws of the State of California without regard to its conflict of laws provisions. The Parties each irrevocably agree to the exclusive jurisdiction of the courts of San Francisco, California. If any legal action is brought by either Party arising from, or related to, the subject matter of this Agreement, the prevailing Party will be entitled to an award of its reasonable attorneys' fees and costs.

b All notices sent by Equinix pursuant to Sections A2(c) and A2(i) of this MSA (United States) shall be 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 certified or registered mail or overnight delivery), to the Customer at the respective street addresses, facsimile numbers, or electronic mail addresses set forth at the end of this Agreement or such other addresses or facsimile numbers as may be designated in writing by the Customer. For clarification purposes of this section and A2 (i) below, receipt of such notices shall be presumed to occur five (5) business days if mailed regular US mail, two (2) business days if sent via overnight courier or one (1) business day if sent via electronic mail.

c. Customer will not file a mechanic's lien or similar lien on, or in connection with, the Licensed Space or IBX Centers. Without limiting the foregoing, in the event any such lien is filed, Customer will be responsible for the immediate satisfaction, payment or bonding of any such lien.

d. In no event will Customer's Equipment be construed as fixtures.

e. Equinix and Customer will comply with the Policies, which have been furnished to Customer and which are incorporated by reference into this Agreement. Equinix may modify the Policies at any time(s), and any modification by Equinix to the Policies will be effective upon notice to Customer, except modifications to the Shipping Policies (the portion of the Policies entitled "Shipping Policies"), which will be effective immediately upon being made. Customer may terminate this Agreement as to a Licensed Space if Equinix modifies the Policies in a way that adversely affects Customer's use of the Services in such Licensed Space, but only if Customer provides written notification that it wishes to terminate this Agreement within ten business (10) days after Customer receives notification of such change in the Policies.

f. Except for the Policies, which may be amended by Equinix from time to time, this Agreement may be amended only in writing by an instrument signed by each Party. For the avoidance of doubt, the prior sentence is not meant to prohibit the Orders confirmed by Order Confirmation or prohibit Equinix from modifying the rates and fees pursuant to Section A2(i) of this MSA (United States).

g. In the event that Customer's account is past due (excluding Disputed Amounts, subject to a pending dispute) two (2) or more times in any twelve (12) month period, Equinix may charge Customer a deposit equal to one (1) month of the recurring Service Fees that are billable at the time such deposit is charged (the "Deposit"). The Deposit shall be held by Equinix and returned or credited to Customer without interest upon the earlier of (i) the one (1) year anniversary of the date the Deposit is charged provided Customer's account did not fall past due at any time during the twelve (12) month period in which the Deposit is held, or (ii) proper termination of this Agreement. In the event of breach of this Agreement by Customer, for which Equinix has provided a written notice of default to Customer and which Customer has subsequently failed to cure, Equinix shall, without limiting its remedies otherwise available, have the right to apply the Deposit to the damages suffered by Equinix as a result of such breach.

h. If Customer wishes to dispute a charge listed on an Equinix invoice to Customer (a "**Disputed Amount**"), Customer must submit a written dispute notice that includes reasonably sufficient supporting documentation within ninety (90) days of receipt of the initial invoice on which the Disputed Amount appears. If Customer does not submit such written dispute notice and reasonably sufficient supporting documentation to Equinix within such ninety (90) day period, then notwithstanding anything in this Agreement to the contrary, Customer waives all rights to dispute such Disputed Amount and to file a claim of any kind relating to such Disputed Amount (and Customer also waives all rights to otherwise claim that it does not owe such Disputed Amount or to seek any set-offs or reimbursements or other amounts of any kind based upon or relating to such Disputed Amount).

i. Unless otherwise agreed to between the Parties in writing, Service Fees for the Services will begin to accrue on the Billing Commencement Date. Customer will pay in full all invoices from Equinix within thirty (30) days of the date of receipt of invoice. Any past due amounts owed by Customer will accrue interest at the lesser of one and a half per cent (1.5%) per month or the highest rate permitted by applicable law. All invoices will be paid in the currency stipulated in the Order. Unless otherwise agreed to by the parties in writing, Equinix will invoice in advance each month for all recurring Services.

j. Service Fees will be listed on Orders, except for Online Orders and Phone Orders, in which case Service Fees will be Equinix's then-current list price for such Services, unless otherwise agreed to by the Parties in writing or in an Order Confirmation. Upon sixty (60) days prior notice to Customer, Equinix may in its reasonable discretion change the rates and fees for any and all Services at any time(s) after twelve (12) months from the effective date of the applicable Order for such Service, unless otherwise agreed to by the Parties in writing. For purposes of the prior sentence, in the case of each Online Order and Phone Order, the "applicable Order" shall mean the Order which contains the Licensed Space in which the Services ordered on such Online Order or Phone Order are installed.

k. Customer shall be responsible for all Taxes typically imposed by the laws and regulations upon Customer as it relates to the Services contemplated by this Agreement and related to the activities, or the ownership or operation of the Customer's Equipment. Without limiting the foregoing, Customer will be responsible for paying any and all Taxes separately imposed, properly and lawfully levied or assessed against Customer by any governmental, quasi governmental or tax authorities. Customer will be responsible for paying any Taxes imposed on Service Fees at the same time it pays the Service Fees. If Customer is required to make any deduction, withholding or payment on account of any Taxes in any jurisdiction in respect of any amounts payable hereunder by Customer to Equinix, such amounts will be increased to the extent necessary to ensure that after the making of such deduction, withholding or payment, Equinix receives when due and retains (free from any liability in respect of any such deduction, withholding or payment) an amount equal to what would have been received and retained had no such deduction, withholding or payment been required or made.

A3. For the avoidance of doubt, this MSA (United States) shall in no way affect any orders for services provided by any other Equinix Company to any other Customer Company. Furthermore, Equinix and Customer acknowledge that the terms and conditions contained in this MSA (United States) are binding upon Equinix and Customer, but are not binding upon any other Equinix Company or Customer Company, and that no other Equinix Company or Customer Company is required to agree to any of the terms and conditions set forth in this MSA (United States).

A4. If some or all of the Licensed Space is not usable for a period exceeding fifteen (15) minutes (the "**Temporarily Unusable Licensed Space**"), subject to the remainder of this Section A4, Customer will be entitled to a credit for each full fifteen (15) minute increment that such Temporarily Unusable Licensed Space is unusable. The credit shall equal one seven hundred twentieth (1/2880) of the monthly recurring Service Fee for each of the following: (i) the Temporarily Unusable Licensed Space; (ii) the power Services in such Temporarily Unusable Licensed Space; and (iii) the Cross-Connects installed in such Temporarily Unusable Licensed Space. This credit is Customer's sole and exclusive remedy for interruptions, suspensions, failures, defects, delays, impairments or inadequacies in any of the Services. Notwithstanding the foregoing, Customer will only have the right to receive a credit if (i) Customer notifies Equinix within seventy-two (72) hours of its inability to use the Temporarily Unusable Licensed Space and (ii) the Temporarily Unusable Licensed Space is not usable for reasons other than for (a) the actions or omissions of Customer, Customer's Authorized Persons, Accompanying Persons, or Associated Entities; (b) Customer's Equipment, or the equipment of any of Customer's Authorized Persons, Accompanying Persons or Associated Entities; or (c) circumstances or events beyond Equinix's control.

This Agreement shall not take effect until signed by both Parties.

Customer to complete:

The person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the Party on whose behalf he or she is signing

Customer Name Virtu Financial LLC
(Complete Legal Name)

Authorized Signature Douglas A. Cifra

Printed Name Douglas A. Cifra

Title: EVF + COO

Street address for notices

645 Madison Avenue, 16th Floor
NY NY

Phone 917-533-5756

Facsimile number _____

Electronic mail address: DCifra@virtumgt.com

Equinix to complete:

The person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the Party on whose behalf he or she is signing.

Authorized Signature Heidi B. Caparro

Printed Name Sr. Contract Manager

Title _____

Street address for notices:

301 Velocity Way, 5th Floor
Foster City, California 94404, USA

Phone +1 650-513-7000

Facsimile number +1 650-618-1857

Electronic mail address: incomingdocs@equinix.com

Attachment A
General T&Cs

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Agreement Number _____

GENERAL TERMS AND CONDITIONS

Note regarding use of this document: The purpose of this document is to facilitate the ability of a Customer Company to procure services from an Equinix Company anywhere in the world. Once approved by a Customer Company and an Equinix Company, these General Terms and Conditions can be incorporated into master service agreements between the various Customer Companies and Equinix Companies that desire to do business together. However, the General Terms and Conditions shall not be binding upon an Equinix Company and a Customer Company unless and until such Equinix Company and Customer Company execute a master service agreement that incorporates them by reference.

Capitalized terms used herein but not otherwise defined will have the meaning ascribed to them in Section 11 of these General Terms and Conditions. The terms "Equinix", "Customer", "Agreement" and "Effective Date" shall be defined in the applicable master service agreement.

1 Term of Agreement

This Agreement will commence on the Effective Date and will terminate on the date the last Order then in effect expires or is terminated, or as otherwise expressly provided herein. If this Agreement is terminated while Orders are still in effect, then the Orders will automatically terminate.

2 Ordering and Provision of Services

Upon execution by Equinix and Customer of this Agreement, Customer may request specific Services from Equinix by placing Order(s). This Agreement and the Orders will govern Equinix's provision of Services to Customer and Customer's obligations to Equinix.

3 Access and Use of the IBX Centers, and Use of Customer's Equipment

a. Subject to the terms and conditions of this Agreement, Customer will have access to the Licensed Space twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

b. Customer represents, warrants and covenants that it will comply with all applicable law and regulations in connection with the performance of its obligations and exercise of its rights under this Agreement, and that it has obtained and will maintain throughout the Term the legal right and authority (including regulatory consents) to operate, configure, provide, place, install, upgrade, add, maintain and repair Customer's Equipment as contemplated by this Agreement. Except as set forth in Section 3c and in Section 4 (which is further limited by Section 5), Equinix will not have any responsibility for any loss or damage to Customer's Equipment.

c. Customer will be responsible and liable for all acts or omissions of Customer's Authorized Persons, Accompanying Persons, and Associated Entities, and all such acts or omissions will be attributed to Customer for all purposes under this Agreement, including for purposes of determining responsibility, liability and indemnification obligations. Equinix will be responsible and liable for all acts or omissions of its employees, contractors and Affiliates that perform Equinix's obligations pursuant to this Agreement and all such acts or omissions will be attributed to Equinix for all purposes under this Agreement (to the

same extent as if Equinix had committed the act or omission), including for purposes of determining responsibility, liability and indemnification obligations.

d. Customer may sublicense the Sublicensed Space to Sublicensees provided that (i) the terms and conditions of such Sublicense will be no less restrictive than this Agreement, (ii) Customer will not in its dealing with such Sublicensees act or purport to act on behalf of Equinix or landlords of Equinix; (iii) Customer will require the Sublicensees to abide by the rules set forth in the Policies, (iv) the agreement between Customer and Sublicensee will provide that Sublicensee has no right to sublicense, delegate, assign or otherwise transfer its rights to use the Sublicensed Space to any other person or entity without Equinix's written consent, which consent may be withheld for any reason whatsoever or no reason, and without such consent any such sublicense, delegation, assignment or transfer will be null and void; and (v) Customer will cause all Sublicensees to agree in writing that in consideration for the sublicense, Sublicensees waive, to the maximum extent permitted under law, any and all claims of any and all types against Equinix and the landlords of Equinix, at all times, and that in no event will Equinix or landlords of Equinix, have any liability to such Sublicensees, including liability to such Sublicensees for any damages whatsoever, including direct damages.

e. Under no circumstances shall Equinix be deemed to have any obligations to any Sublicensee other than the obligations Equinix otherwise has to Customer. Sublicensees shall have any rights that would otherwise be granted to Customer, to access their Sublicensed Space as Customer would have should such space remain Customer's Licensed Space. Accordingly, only Customer's Authorized Persons at an IBX Center may access the Sublicensed Space of Sublicensees at such IBX Center. Furthermore, Equinix is not responsible for restricting a Sublicensee's access to Customer's Licensed Space located in a cage or suite to which that Sublicensee has access. Customer will remain responsible to Equinix for the performance of all of Customer's obligations under this Agreement (including the payment of all amounts owed under this Agreement) and all other agreements between Equinix and Customer ("Related Agreements").

f. This Agreement, and the rights of Customer hereunder, are, without any further action by any Party, subject and subordinate to the leases for the IBX Centers and all superior instruments to such leases (including, without limitation, mortgages or ground leases for the IBX Centers). This Agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. Customer acknowledges and agrees that (i) for Services being provided in a common law jurisdiction (e.g., the United States), it has been granted only a license to use the Licensed Space in accordance with this Agreement, and, for Services being provided in a civil law jurisdiction, it has had the Licensed Space made available and been granted permission to access and use the Licensed Space in accordance with this Agreement (in each case, "License"); (ii) Customer has not been granted any real property interest under this Agreement, and (iii) Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances. Equinix hereby reserves, with respect to the IBX Centers, all rights not specifically granted to Customer in this Agreement, including, without limitation, the

right (i) of access to and use of the IBX Centers for its own use or the use of others, (ii) to grant additional licenses to other persons or co-location customers for the use of portions of the IBX Centers; and (iii) to exercise or grant other rights not inconsistent with the rights granted in this Agreement. Unless otherwise expressly agreed to by the Parties in writing, Equinix will retain title to all parts and materials used or provided by Equinix or third parties acting on Equinix's behalf in the performance and/or furnishing of the Services.

4. Indemnification

a. Equinix will indemnify, defend and hold harmless the Customer Parties from any and all liability, damages, costs and expenses (including reasonable attorneys' fees and expenses) for (i) claims brought by third parties for personal injury or damage to tangible property resulting from the gross negligence or willful misconduct of Equinix, (ii) any claim by any of Equinix's subcontractors, or suppliers arising as a result of Equinix's provision of the Services to Customer, other than a claim based on the negligence or willful misconduct of Customer.

b. Customer will indemnify, defend and hold harmless the Equinix Parties from any and all liability, damages, costs and expenses (including reasonable attorneys' fees and expenses) for (i) claims brought by third parties for personal injury or damage to tangible property resulting from the gross negligence or willful misconduct of Customer, (ii) any claim by any of Customer's Authorized Persons, Accompanying Persons or Associated Entities or any employee of Customer other than a claim based on the gross negligence or willful misconduct of Equinix, (iii) any claim relating to, or arising out of, Customer's, or any of its customers', services, equipment (including Customer's Equipment) or Customer's use of the Services provided under this Agreement (including claims relating to interruptions, suspensions, failures, defects, delays, impairments or inadequacies in any of the aforementioned services, including the Services from Equinix); and (iv) any claim resulting from Customer's failure to obtain or maintain the required consents pursuant to Section 3(b).

c. Through counsel of its own choosing, the indemnified party has the right to participate in (but not control the defense of) any proceeding relating to an action in which it is being indemnified under this Agreement, but in such event the indemnified party will be solely responsible for paying the legal fees and expenses for its own counsel. The indemnifying party will, however, continue to be solely responsible for all other expenses relating to the action, including reasonable legal fees and expenses of the counsel it selects to defend the claims. The indemnifying party shall not take any action that unreasonably exposes the indemnified party to a risk of damages, which would not be covered by such indemnity, and may not settle any matter without the prior written consent of the indemnified party, which shall not be unreasonably withheld.

5. Warranty Disclaimer, Limitation of Liability, Credits

a. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, EQUINIX DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL EXPRESS WARRANTIES WITH REGARD TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. EQUINIX DOES NOT MAKE, AND EQUINIX HEREBY DISCLAIMS, ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS", "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS SOLELY AT ITS OWN RISK.

b. 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 SERVICE 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, OR ANY OTHER TYPE OF DAMAGES OTHER THAN DIRECT DAMAGES.

c. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EQUINIX'S TOTAL LIABILITY TO CUSTOMER IN THE AGGREGATE FOR THE ENTIRE TERM (AND 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 REASONABLE ATTORNEY'S FEES) WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO EQUINIX FOR THE NINE (9) 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 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 SERVICE FEE FOR SUCH SERVICE PROVIDED ON THE OCCASION GIVING RISE TO THE CLAIM.

d. THE LIMITATIONS SET FORTH IN SECTIONS 5(b)-(c) WILL APPLY TO ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY.

e. Equinix and Customer each waive the right to bring any claim against the other Party arising or in any way relating to this Agreement more than one (1) year after the date this Agreement expires or is earlier terminated. Each Party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement.

6. Insurance

Customer agrees to maintain appropriate insurance, at its expense, for each IBX Center during the entire time this Agreement is in effect, which at a minimum shall consist of (i) Commercial General Liability Insurance in an amount not less than One Million U.S. Dollars (\$1,000,000), or the local currency equivalent, per occurrence for bodily injury, death and property damage, which policy will include contractual liability coverage related to this Agreement, (ii) Workers' Compensation and employer's liability insurance in an amount not less than that prescribed by applicable law, and (iii) umbrella or excess liability insurance with a combined single limit of no less than Two Million U.S. Dollars (\$2,000,000) or the local currency equivalent. Prior to any use of the Licensed Space at an IBX Center (including, but not limited to, delivery of any of Customer's Equipment to an IBX Center), Customer will furnish Equinix with certificates of insurance that evidence the minimum levels of insurance set forth herein and which list Equinix and Equinix's landlord as additional insureds (but the insurance must only list Equinix's landlord as an additional insured if Equinix so requests). In addition, Customer will notify Equinix of any non-renewal, cancellation, reduction in policy limit or other material change in Customer's coverage at least thirty (30) days prior to such change in coverage.

7. Termination of Agreement and Suspension of Service

a. Either Party may terminate this Agreement by giving written notice of termination 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) business days in the case of a failure to pay Service Fees) after receipt of such notice. If the breach (other than where Customer has failed to pay Service 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 (unless otherwise agreed to by the parties in writing), to cure the breach, provided that the breaching Party acts promptly and diligently to cure such breach.

b. Without limiting Equinix's rights under Section 7(a), Equinix may suspend the provision of Services and deny access and removal of Customer's Equipment to the IBX Center, if (i) Customer fails to cure any monetary breach of this Agreement (e.g. fails to pay any amounts owed) within ten (10) business days of notice of the same; (ii) Customer or Customer's Equipment interferes 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 one (1) hour of 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 (iii) 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 of 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 a Service pursuant to this Section 7(b), unless Equinix has subsequently terminated this Agreement as permitted under this Agreement, Equinix will resume the discontinued Service within eight (8) hours Customer has cured the breach (es) which gave rise to the suspension, and Equinix may charge a reinstatement fee equal to the direct out-of-pocket expenses incurred by Equinix to discontinue and to then resume the Service. Further, Equinix may terminate this Agreement if Customer's breach referenced in Section 7(b) (ii) or (iii) continues for at least ten (10) business days or occurs more than three (3) times in any twelve (12) month period. Notwithstanding anything to the contrary contained in this Agreement, in the event Equinix suspends the provision of Services pursuant to Section 7(b) (ii) or (iii) and there is no means by which Customer can reasonably cure such interference and maintain Customer's needs for which Customer has contracted with Equinix, Customer may terminate this Agreement by providing written notice to Equinix within thirty (30) days of when such termination date shall take effect.

c. Equinix may terminate this Agreement immediately upon giving written notice to Customer if Customer becomes insolvent, 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. Equinix may terminate this Agreement upon giving written notice to the Customer as to any affected Licensed Space or IBX Center if any portion of the IBX Center in which the affected Licensed Space is located becomes subject to a government order having the effect of terminating Equinix's use of such facility or if Equinix's possession is terminated or abated for any reason (e.g., condemnation proceeding) or Equinix cannot provide Customer with access to the affected Licensed Space as contemplated herein for a period exceeding thirty (30) days.

8 Removal of Customer's Property

a. Upon expiration or termination of this Agreement, or an Order (or any portion thereof), all rights of Customer with respect to the affected Licensed Space ("Terminated Space"), will terminate, and Customer will immediately remove all of Customer's Equipment and other items belonging to Customer, Customer's Authorized Persons, Accompanying Persons and/or Associated Entities located in such Terminated Space ("Customer Property") but not any wiring, cable or other equipment or property that does not belong to Customer. Customer agrees that unless Equinix otherwise agrees in writing, failure to remove Customer Property within ten (10) business days from the expiration of the applicable Order (or Equinix's termination of the Order due to Customer's breach or as

otherwise permitted under this Agreement), or within thirty (30) days if the Order is terminated before expiration due to Equinix's material breach, will constitute abandonment of the Customer Property and will automatically provide Equinix with the remedies it has under the law of the jurisdiction where the IBX Center is located in connection with abandoned property, and additionally, Equinix will be entitled to pursue all available legal remedies against Customer, including, without limitation, any or all of the following remedies: (i) immediately removing any or all such property and storing it at Customer's expense at an on-site or off site location, (ii) shipping such property to the address set forth at the end of this Agreement at Customer's risk and expense, or (iii) upon thirty (30) days prior written notice to Customer, liquidating such property and charging Customer for all costs associated with the liquidation and retain from the liquidation all amounts necessary to pay Equinix all amounts owed by Customer under this Agreement, including under this Section 8(a).

b. While Customer has no right to use the Services provided under an Order after the Order expires or terminates, if Equinix permits Customer to do so, Customer will remain obligated under the terms and conditions of the Order (which Order in such case will be deemed to be still in effect), including, without limitation, for all payment obligations. Notwithstanding the foregoing, such continued use will be at Equinix's sole discretion and may be terminated by Equinix at any time immediately upon written notice to Customer.

c. Neither Party will be liable to the other Party for properly terminating this Agreement or any portion thereof in accordance with its terms, but Customer will be liable to Equinix for any amounts due (excluding Disputed Amounts, subject to a pending dispute) and payable. Where any Order is terminated prior to the expiration of the Service Term, except due to Equinix's material breach, Customer will immediately be liable to Equinix for all Service Fees (excluding Disputed Amounts, subject to a pending dispute) which would have been payable by Customer for the remainder of the entire Service Term.

9 Confidential Information

a. Except as expressly permitted in this Section 9, no Party will, without the prior written consent of the other Party, disclose any Confidential Information of the other Party to any third party.

b. Neither Party will disclose Confidential Information from the other Party except where (i) the disclosure is required by applicable law or regulation or by an order of a court or other governmental body having jurisdiction after giving reasonable notice to the other Party with adequate time for such other Party to seek a protective Order; (ii) if in the opinion of counsel for such Party, disclosure is advisable under any applicable securities laws regarding public disclosure of business information, or (iii) the disclosure is reasonably necessary and is to that Party's, or its Affiliates', employees, officers, directors, attorneys, accountants and other advisors, or the disclosure is otherwise necessary for a Party to exercise its rights and perform its obligations under this Agreement, so long as in all cases referenced above, in this subsection (iii), the disclosure is no broader than necessary, and the person or entity who receives the disclosure agrees in writing prior to receiving the disclosure to keep the information confidential (except with regards to disclosures to a court or arbitrator in connection with an action to enforce a party's rights under this Agreement). Each Party is responsible for ensuring that any Confidential Information of the other Party that the first Party discloses pursuant to this Agreement (other than disclosures pursuant to subsections (i) and (ii) and (iii) (but with respect to (iii), only with regard to disclosures to a court or similar body necessary for a Party to exercise its rights under this Agreement) above that cannot be kept confidential by the first Party) is kept confidential by the person receiving the disclosure to the same extent that the receiving Party must keep the information confidential.

c. Neither Customer nor Equinix grants the other the right to use its trademarks, service marks, trade names, logos, copyrights, or 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 the restrictions set forth in this Agreement during the Term, (i) Equinix may issue a press release announcing Customer's entry into the IBX Centers without obtaining Customer's consent, and (ii) either Party may publicly refer to the other Party, orally and in writing, as a customer or vendor of services of or to the other Party, as the case may be, without obtaining consent from such other Party.

10 Miscellaneous

a. Notice. Except where otherwise 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 air 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 street addresses, facsimile numbers, or electronic mail addresses set forth and designated as such in this Agreement or such other addresses or facsimile numbers as may be designated in writing by the respective Parties. Notices, consents and approvals under this Agreement will be in writing and be deemed effective on the date of receipt.

b. Entire Agreement. This Agreement and all Orders executed at any time during the Term, all of which are incorporated herein by this reference, constitute the complete and entire agreement between the Parties with respect to the subject matter hereof, and supersede and replace any and all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written and oral, regarding such subject matter, as well as any industry custom. This Agreement may be executed in two or more counterparts (and the signature pages may be delivered with ink signature or by facsimile or email), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

c. Construction. Each Party acknowledges and agrees that it has reviewed this Agreement, and it is the Parties' intent that this Agreement will not be construed against any Party. The section headings and captions throughout this Agreement are for convenience and reference 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, the same will not affect the validity, legality, or enforceability of the portion of the provision, if any, that is not invalid, illegal or unenforceable, the application of such provision in any other circumstances, or the validity, legality, or enforceability of any other provision of this Agreement. All terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court in any action between the Parties is requested to reform any and all terms or conditions to give them as much effect as possible. In this Attachment A (the General Terms and Conditions), references to "Section(s)" shall be references to "Section(s)" of this Attachment A.

d. Survival. Sections 3(b), 3(c), 3(e), 4, 5, 7, 8, 9, 10 (a), (c), (d), (f) and (h) will survive the termination of this Agreement, but Section 9 will only survive for one (1) year after the end of the Term. In addition, all provisions of this Agreement that can only be given proper effect if they survive the termination of this Agreement will survive the termination of this Agreement. This Agreement will be valid as to any obligation incurred prior to termination of this Agreement, including any Service Fees owed by Customer.

e. Equinix Affiliates, Independent Contractors; Assignment. Equinix may permit any other Equinix Affiliate, or any independent contractor or other third party, to perform any of Equinix's obligations hereunder, provided Equinix shall remain wholly responsible for such acts and omissions of the same, unless otherwise agreed to in writing. Equinix may assign this Agreement to any person or entity at any time. In the event that Equinix assigns its rights and/or obligations in this Agreement to an entity that is not an Affiliate, or is not acquiring all or substantially all of Equinix's business or assets, including through

merger, Equinix shall provide Customer with written notice (to the contact information provided by Customer), and unless Customer provides Equinix with written notice of its desire to terminate this Agreement no later than ten (10) business days following receipt of Equinix's notice, Customer's termination right will extinguish automatically. Customer may assign this Agreement without Equinix's prior consent (in which event Customer must provide Equinix with prior notice of the assignment) only where the party to whom this Agreement is assigned by Customer is either an Affiliate of Customer, or is acquiring all or substantially all of Customer's business or assets, and in all such events the person or entity to whom this Agreement is assigned by Customer agrees 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 assigns of Equinix and Customer, who will be bound by all of the obligations of their predecessors or assignors. Except as set forth in this Agreement with respect to sublicensing only, and this Section 11(e) with respect to an assignment of the entire Agreement under the conditions specified above only, Customer will not assign, delegate, transfer or sublicense all or any part of the Licensed Space without the written consent of the Equinix.

f. Force Majeure. Except for Customer's obligation to pay amounts owed under this Agreement, including Service 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 any failure by the other party to perform or any hindrance in the performance of its obligations under this Agreement if such failure or hindrance is caused by events or circumstances beyond such nonperforming Party's control, including acts of God, war, labor strike, terrorist act, fire, flood, earthquake, health epidemic, any law, Order, regulation or other action of any governing authority or agency thereof, or failure of the Internet.

g. Conflicts. All Orders are at all times subject to all of 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 Attachments and Exhibits to this Agreement, other than these General Terms and Conditions, (iii) the Policies; (iv) the body of the Master Service Agreement, and (v) these General Terms and Conditions.

h. General. Except where otherwise expressly stated herein, and subject to the limitations set forth in Section 5, the rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that a Party would otherwise have.

Equinix and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Equinix and Customer. Neither Equinix nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

The Parties agree that there will be no third party beneficiaries to this Agreement, including, but not limited to, any Accompanying Person, Associated Entity (which includes any Sublicensee), Authorized Person, end user, customer or the insurance providers for either Party.

Except as otherwise provided in this Agreement, no Party's directors, officers or employees will have any liability to any other Party with respect to this Agreement. Except as may be specifically otherwise consented to in writing by an Affiliate of a Party (and none of the other terms of this Agreement shall be deemed to constitute such consent), no Party's Affiliates will have any liability to any other Party with respect to this Agreement, including with respect to any Orders.

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

Phone Order: An Order for Services placed over the phone, where available, via an Equinix customer care representative which will be effective only after Equinix accepts it in accordance with Equinix's then current procedures or Equinix begins providing the Services ordered under the Phone Order

POD Equipment: The (i) patch panels, DSX panels for category 5 twisted pair, co-axial, single and multi-mode fiber, or (ii) other appropriate (as reasonably determined by Equinix) point of demarcation equipment

Policies: The procedures, rules, regulations, security practices and policies adopted by Equinix that are then in effect for the IBX Centers, and as they may be amended from time to time by Equinix

Services: All services, goods and other offerings of any kind requested under an Order agreed to by Equinix, and to be provided by Equinix to Customer pursuant to this Agreement

Service Fees: Charges and fees for Services charged to Customer by Equinix pursuant to this Agreement, and are exclusive of Taxes.

Service Term: The period commencing on the Billing Commencement Date and ending after the term specified on the applicable Order

Smart Hands Services: Services that are defined as Smart Hand Services under the then current Policies

Sublicensed Space: The portion of the Licensed Space that, for Services being provided in the United States and/or a common law jurisdiction is sublicensed, to a Sublicensee by Customer or, for Services being provided in a civil law jurisdiction, is made available to a Sublicensee with permission to access and use, in each case pursuant to the terms of this Agreement

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 the United States or a common law jurisdiction, or (ii) is able to access and use all or part of the Licensed Space as made available by the Customer, if such Licensed Space is located in a civil law jurisdiction

Taxes: Sales, use, transfer, privilege, excise, VAT, GST, consumption tax, and other similar taxes and duties, whether foreign, national, state or local, however designated, now in force or enacted in the future, which are levied or imposed by reason of the performance by Equinix or Customer under this Agreement or by Customer with respect to its operations and use of the Services, but excluding taxes on Equinix's net income

Term: The term of this Agreement as determined in accordance with Section 1 of this Agreement.

Customer to complete:
Acknowledged and agreed

Customer Name: Virtu Financial LLC
(Complete Legal Name)
Authorized Signature: Douglas A. G.
Printed Name: Douglas A. G.
Title: EVP + COO

Equinix to complete:
Acknowledged and agreed

Authorized Signature: Heidi B. Caparro
Printed Name: Heidi B. Caparro
Title: Sr. Contract Manager

unless made in writing and signed by an authorized representative of the waiving Party

11. Definitions

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

Affiliate: As to a party, means 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

Associated Entity: Each individual, company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with any of Customer's Authorized Persons or Accompanying Persons. Without limiting the foregoing definition, each Sublicensee that has sublicensed Sublicensed Space at an IBX Center will be an Associated Entity at such IBX Center.

Authorized Person: Each person who is then included on the most recent list of Authorized Persons given to Equinix by Customer in accordance with the Policies

Billing Commencement Date: For a Service ordered in an Order other than Online Orders or Phone Orders, the date designated in the Order as the Billing Commencement Date. For a Service ordered in an Online Order or Phone Order, the date Equinix begins providing the Service to Customer, unless otherwise agreed to by the Parties in the Order

Confidential Information: Information disclosed by one Party to the other Party that (a) is identified by the disclosing party, in writing or orally, as confidential at the time of disclosure, or (b) contains the disclosing Party's customer lists, customer information, technical information, pricing information, pricing methodologies, financial position, trade secrets, customer communications or proposals, benchmarking information, satisfaction surveys, or information regarding the disclosing Party's business planning or business operations. In addition, (i) the terms of this Agreement will be deemed Confidential Information of each Party, and (ii) the design of the IBX Centers, the Services provided and equipment used at the IBX Centers and the configuration, interconnection, switching and routing of telecommunication cables, networks and services at the IBX Centers, all will be considered Confidential Information of Equinix. Other than the terms and conditions of this Agreement, information will not be deemed Confidential Information hereunder if such information (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 secret or 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.

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

Customer Care Website: The customer care website accessible via the Internet at a location designated by Equinix, which it has the right to change from time to time

Customer Company: A company that is an Affiliate of Customer

Customer Cross-Connect: A physical interconnection, including cable, connections, and other wiring, that (i) does not exit Customer's cage, (ii) does not connect Customer to another Equinix customer, and (iii) interconnects (a) Equipment belonging to the Customer or (b) POD Equipment that is provided by Equinix and that is in Customer's cage with Customer's Equipment.

Customer's Equipment: All network and/or computer equipment (including wiring and Customer Cross-Connects between such equipment and Customer's POD Equipment) that is located in the Licensed Space, including equipment that is owned, leased, licensed or otherwise obtained for use by Customer, Customer's Affiliates, Customer's Authorized Persons, Accompanying Persons or Associated Entities (but this does not include Cross-Connects or POD Equipment that is provided by Equinix and that is located in Customer's Licensed Space)

Customer Parties: Customer and the Affiliates, owners, officers, directors, employees, and agents of Customer or of the Affiliates of Customer, Authorized Persons & Accompanying Persons.

Equinix Company: A company deemed by Equinix to be an Equinix Company

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

IBX Centers: The Internet Business Exchange Centers in which Customer licenses Licensed Space or receives Services from Equinix pursuant to an Order

Licensed Space: The areas which, for Services being provided in the United States and/or a common law jurisdiction, are licensed by Customer or, for Services being provided in a civil law jurisdictions are made available to the 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 during the Term the exact location in the IBX Centers where the Licensed Space will be located, and Equinix will notify Customer accordingly.

Online Order: An Order for Services placed online via the Customer Care Website, which will be effective only after Equinix accepts it in accordance with Equinix's then current procedures or Equinix begins providing the Services ordered under the Online Order.

Order: A statement of work incorporated into this Agreement by reference prepared by Equinix that describes the Services. In the United States, an Order may also be referred to as a SOW and may be amended by a SOW Amendment. In the Asia Pacific Region, an Order may also be referred to as a Sales Order and may be amended by a Change Order. In Europe, an Order may also be referred to as a Service Order. SOW Amendments and Change Orders will amend existing Orders but will not replace them unless otherwise agreed by the Parties in writing. 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

Order Confirmation: A document which may not include signature sent by Equinix that confirms, among other things, the Services, the quantity of such Services, and the prices of such Services. Not all Online Orders or Phone Orders require Order Confirmations, and Equinix will in its sole discretion determine which Online Orders or Phone Orders require Order Confirmations to be effective

Parties: Customer and Equinix

Party: Customer or Equinix.