



DIGITAL REALTY

GLOBAL TERMS AND CONDITIONS

1. **Structure.** These Global Terms and Conditions ("Global Terms and Conditions") are incorporated by reference into each country-specific Master Services Agreement entered into by Customer and the applicable Digital Realty entity (each, a "Country MSA"). The terms "Customer" and "Digital Realty" are defined in the applicable Country MSA. Customer and Digital Realty may enter into orders (whether executed by a manual or electronic signature or via Digital Realty's online ordering platform, each an "Order"), each of which incorporates the terms of the applicable Country MSA and constitutes a separate and distinct contract for data center-related services and/or products to be provided by Digital Realty to Customer ("Services"), as more particularly set forth on each Order. An Order, together with its applicable Country MSA and these Global Terms and Conditions, is referred to as the "Agreement." **Services may not be ordered, activated, or used by Customer, unless and until an applicable Country MSA and these Global Terms and Conditions are executed.**

2. Term.

(a) **Agreement Term.** The initial term of each Agreement (i.e., the period prior to any Extension Term as defined below) is defined in the Country MSA. These Global Terms and Conditions will continue to be effective so long as at least one Order and applicable Country MSA are in effect.

(b) **Commencement Date.** The "Commencement Date" is the date designated in an Order as the commencement date or billing commencement date; provided that if installations are required, the Commencement Date will be the earlier of (i) the date Digital Realty completes the applicable pre-Commencement Date installations and delivers notice of completion to the Customer, or (ii) the date Customer occupies the Customer Area or begins using a Service. In either case, Digital Realty will inform Customer of the actual Commencement Date. Services may have different Commencement Dates under the same Order, in which case billing will commence for each Service upon the date that such individual Service has commenced.

(c) **Extensions.** Except as otherwise set forth in an Agreement, the Term (as defined below) will automatically extend for subsequent 1-year period(s) (each, an "Extension Term") on the same terms unless Digital Realty or Customer provides written notice to the other party of its decision not to extend at least 120 calendar days prior to the expiration of the then current Term. The initial term and any Extension Term(s), as applicable, shall collectively be referred to as the "Term".

3. Right to Use Customer Area and Services.

(a) **Right to Use.** During the applicable Term, Digital Realty (i) grants to Customer a non-transferable (except as otherwise provided in Section 14(c)), non-sub licensable, limited right to deploy computer, networking, communication, security and other systems, and associated racks, wiring, cabling and materials (collectively, "Equipment") in the space described in the Order ("Customer Area") at the building identified in an Order ("Building"); and (ii) will provide or cause to be provided to Customer the Service(s) set forth in the Order, in each case, for the internal business and operations of Customer and subject to the other provisions of the Agreement. The portion of the Building used to furnish data center Services, within which the applicable Customer Area is located is known as a "Data Center" or "Suite". The owner, landlord or ground lessee of a Building is known as "Owner". This Agreement does not constitute a lease or conveyance of any interest in real property to Customer, and Customer shall have no interest in the Customer Area, Data Center, Building or the land on which the Building(s) are located, including Digital Realty's associated Equipment and personal

property (the "Property"), other than the right to use the Customer Area as set forth in this Agreement.

(b) **Interconnections.** All interconnections between Customer Equipment and the equipment of anyone else, including the equipment of any telecommunication carrier or telecommunications service providers, shall be contracted through and installed by Digital Realty and performed in the Building point of presence or meet-me-room area(s) ("Connectivity Area" or "MMR") designated by Digital Realty. Customer may not (i) operate its own Connectivity Area in the Customer Area or any other portion of a Building or refer to the Customer Area as a "meet-me-room"; or (ii) provide carrier-neutral interconnection services in the Customer Area or any other portion of the Building.

(c) **Policies and Procedures.** Customer will (i) have non-exclusive access to the relevant portions of the Building to install Customer Equipment in the Customer Area; (ii) use the Customer Area and Services in compliance with this Agreement and Digital Realty's then-current policies and procedures described at <http://www.digitalrealty.com/leasing>; and (iii) ensure that its designated users, visitors, contractors and others accessing or using the Building or Services in connection with, or on behalf of, Customer (collectively "Customer Authorized Persons") also comply with this Agreement and Digital Realty's Building policies and procedures. As between the parties, Customer is responsible for all acts and omissions of Customer Authorized Persons in connection with the Agreement, Building or Services. Digital Realty may refuse access to the Building (including the Customer Area) to anyone, including Customer Authorized Persons, if Digital Realty in its reasonable sole discretion determines that person presents a hazard or security threat to Digital Realty or other occupants of the Building or if the Customer's rights under Section 3(a) have been suspended or terminated. All Equipment must be positioned so that it complies with Digital Realty's hot and cold aisle configuration requirements.

(d) **Alterations.** Customer may make alterations (including additions, improvements or replacements) to the Customer Area or any other portion of the Building or Property only (i) with Digital Realty's prior written approval; and (ii) in accordance with Digital Realty's terms and conditions of approval, if any. Digital Realty will not unreasonably withhold or delay its review of any Customer request for approval to make alterations.

(e) **Maximum Structural Load.** Customer shall not place more load upon the Customer Area or any other part of the Building than the maximum structural load for that part of the Building ("Maximum Structural Load"), which Customer shall obtain from Digital Realty prior to placing any Equipment in the Customer Area or other designated part of the Building.

(f) **Customer Equipment and Data.** Customer shall have sole control over and responsibility for, and Digital Realty shall have no liability in connection with, the safety, security and integrity of Customer Equipment, and any data or information stored or processed on Customer Equipment or transmitted to or from Customer. Customer Equipment, Customer's storage, processing, and transmission of data and information, including via third party services, and associated Customer information security and privacy practices, shall comply with applicable laws, and industry standard information security practices, including those relating to the access, backup and encryption of data. Customer will not give Digital Realty (or anyone acting on or behalf of Digital Realty) access to data or information stored on, processed by, or transmitted to or from Customer Equipment.

(g) Customer's Power Usage.

(i) Customer shall (A) not exceed the basic power capacity described in an Order ("**Basic Capacity**"), or exceed the maximum cabinet or rack power density for, or draw more than, eighty percent (80%) of each electrical power circuit's rated capacity at any time; (B) ensure that that total power draw of any power circuit (A-side, B-side or A-side and B-side combined) does not exceed 80% of the Primary (A-side) capacity; (C) properly use the "A+B" or dual corded power circuit delivery so that Customer's Equipment can continue to operate during an interruption of one of the dual power circuits; (D) balance the loading of any redundant circuit pair evenly (50% of the load on the primary, and 50% of the load on the secondary), as applicable; and (E) balance its loading across phases of any three-phase circuits provisioned to Customer's cabinet(s) or rack(s).

(ii) Digital Realty may measure Customer's actual electrical usage using methods and systems, including sub-meters, pulse meters, electrical surveys, engineer's estimates, or branch circuit monitoring. If Digital Realty notifies Customer that Customer has exceeded the applicable Basic Capacity, Customer will take immediate action to reduce its power consumption to be at or below the applicable Basic Capacity. In addition to any other remedies Digital Realty may have under the Agreement, if Customer exceeds the Basic Capacity during any month, then Digital Realty may charge Customer a fee equal to 150% of the product of (A) the MRCs (defined below) on a per kW basis and (B) the kW/hour/month in excess of the Basic Capacity in such month.

4. Delivery of Services.

(a) **Digital Realty's Maintenance.** Digital Realty will maintain or cause to be maintained the (i) common areas of the Building serving the Customer Area, (ii) power distribution units and the uninterruptable power supply plant serving the Customer Area, (iii) fire suppression system serving the Customer Area, (iv) floors, foundation, exterior walls, windows and roof of the Building, (v) an electronic key card, access code and/or biometric system to control access to the Data Center, and (vi) a video surveillance system in the Data Center.

(b) **Condition of Customer Area.** Except as expressly provided otherwise in the applicable Order for specific work or installations to be provided by Digital Realty, the applicable Customer Area, Building, Property, and Services are provided or made available, as applicable, on an "AS-IS" basis. Customer acknowledges that neither Digital Realty nor anyone acting on Digital Realty's behalf has made any representations or warranties, and Digital Realty disclaims all implied or other representations and warranties not expressly provided in this Agreement to the extent permitted by applicable law, including those pertaining to merchantability, fitness for a particular purpose or fitness for Customer's purposes.

(c) **Access and Inspection.** Digital Realty and its representatives may enter the Customer Area to perform Services, inspect the Customer Area or make alterations, repairs, improvements or additions to the Customer Area, the Building or the Property (i) at Customer's request, (ii) any time in case of an emergency, (iii) daily for routine inspections by operations personnel, or (iv) otherwise at reasonable times upon at least 24 hours' prior notice to Customer.

(d) **SLA.** Digital Realty will (i) provide electrical power to the Customer Area sufficient to meet the Basic Capacity described in the Order, (ii) furnish ventilation and air conditioning to the Customer Area, and (iii) provide other products and services, all at a level sufficient to meet the service level agreement found at <https://marketplaceportal.com/library> ("**SLA**"), subject to the other provisions of this Agreement and Customer's compliance with its obligations. Notwithstanding anything to the contrary, the credits and express rights and remedies contained in the SLA shall be Customer's sole and exclusive rights and remedy for Digital Realty's failure to meet the SLA.

5. Fees; Taxes and Other Charges; Security Deposit.

(a) **Recurring Fees.** Starting on the applicable Commencement Date, Customer shall pay in advance on the first day of each calendar month during the applicable Term, the monthly recurring charges or fees ("**MRCs**") per the applicable Order. If the Commencement Date is not on the first day of a calendar month, the payment of the applicable MRCs for that month will be pro-rated based on a daily rate calculated by dividing the MRCs by the total number of calendar days in that month. Unless otherwise expressed in an Order, during the Term, including any Extension Term, the MRCs shall increase by 3% annually from the prior year's MRCs on or after each anniversary of the Commencement Date.

(b) **Other Fees.** Customer shall pay in accordance with the applicable Order or invoice any non-recurring charges ("**NRCs**"), installation/de-installation fees, and technical support fees. Unless otherwise stated in the applicable Order or invoice, Customer must pay fees other than MRCs (for example, charges for electricity usage if specified in the applicable Order) within 30 calendar days of the date of the invoice or Digital Realty's request for payment.

(c) **Taxes.** Customer shall pay or reimburse to Digital Realty any applicable taxes and charges levied by any government authority: (i) on the Services received by Customer, including excise, sales, use, privilege, value added tax, gross receipts or margin tax, goods/services tax, or possessory interest tax, or (ii) upon the Building or Property and allocated to Customer on a pro-rated basis. Customer must also promptly pay all taxes and charges relating to Customer Equipment located in or used in connection with the Customer Area or Services.

(d) **Payments Generally.** All fees and payments to Digital Realty are due and payable (i) unless otherwise agreed, in the local currency of the place where the Building is located; (ii) at the address specified by Digital Realty for payment; (iii) following receipt of an invoice from Digital Realty, whenever sent and in whatever manner sent, including via electronic delivery; and (iv) without withholding, deduction or setoff of any kind. Except as otherwise provided in the Agreement, all Orders for space, power, cross-connect installation/de-installation, technical support, remote hands/smart hands ("**Remote Hands**") or any other Services shall be at such rates as are in effect at the time of the provision of such Services. Any and all fees or costs associated with the transfer or collection of funds (including any and all fees paid by Digital Realty to submit invoices or other materials through any invoicing or payment system designated by Customer and agreed upon by Digital Realty) shall be the responsibility of Customer. If, following the execution date of an Order, Digital Realty's costs increase by more than 5% due to changes in electricity or other utility prices or changes in law, then Digital Realty may proportionately increase the MRCs charged to Customer under such Order following 30 days' written notice.

(e) **Request for Review.** If Customer has a concern about any amounts invoiced, Customer must pay the invoiced amount by the due date and submit a written request for review within 60 calendar days after the invoice was provided or applicable payment was made, whichever is later.

(f) **Security Deposit.** Digital Realty may require Customer to deposit at any time a security deposit in an amount equal to 1 month of MRCs or such other amount as set forth in the first Order placed with respect to the Building. If Customer's MRCs with respect to the Building increase or Customer's required monthly payments are not received within 5 days after they are due for 2 consecutive months, then Digital Realty may, in its sole discretion, increase the required security deposit, and Customer will, within 3 business days after receipt of written notice thereof, deposit with Digital Realty such sums as may be required to increase the security deposit to its required increased amount. Customer agrees that any security deposit provided may be applied against any Order that incorporates the terms of its applicable Country MSA and may be used as security for the performance of Customer's obligations or liabilities under any

such Order. The security deposit is not an advance payment of fees, and Digital Realty will hold the security deposit without any obligation to pay interest. Digital Realty may commingle the security deposit with other funds. Digital Realty shall have the right to transfer any security deposit to any Affiliate, assignee or other transferee of Digital Realty. Upon any such assignment or transfer of Digital Realty's interests, Digital Realty shall thereupon be discharged from any further liability with respect to such transferred security deposit.

6. Confidentiality, Data, Ownership.

(a) **Confidentiality.** "Confidential Information" means (i) the contents of this Agreement and any related documents or pricing information; and (ii) any technical, business or other information disclosed by one party, whether in graphic, electronic, written or oral form, including about current or possible future Services, that is (x) marked as confidential; (y) designated within 10 calendar days of disclosure as confidential; or (z) by its nature should reasonably be understood by both parties as confidential. A party receiving (the "Recipient") Confidential Information of the other party must use the same degree of care that it exercises with respect to its own Confidential Information to keep it confidential during the term of this Agreement plus 3 years after the termination or expiration of this Agreement. Except as otherwise provided in this Agreement, Confidential Information may only be (A) used for the purposes for which it was provided; and (B) disclosed to employees or authorized representatives of Recipient who have a need to know, are under similar confidentiality (or nondisclosure) restrictions, and are prohibited from using or further disclosing the information for purposes not permitted under this Agreement. The obligations under this section do not apply to information that (a) was rightfully obtained by Recipient without an obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of the Recipient; (c) the Recipient develops independently without using Confidential Information of the other party; or (d) is advisable to be disclosed under applicable securities laws or other similar laws. Either party may disclose Confidential Information (1) in response to a valid court or governmental order, if, to the extent legally permissible, the Recipient gives the disclosing party prior written notice and reasonable assistance, if requested, so as to afford the disclosing party a reasonable opportunity to object to the disclosure at the disclosing party's cost and expense; or (2) to an existing or potential investor, joint venture partner, acquiring company, purchaser, bank or other financial institution under appropriate confidentiality terms in connection with a merger, joint venture, acquisition, disposition, financing, or similar transaction. Notwithstanding anything in this Agreement to the contrary, the obligations under this Section 6(a) shall be binding upon each party even if no Order is effective.

7. Vacating the Customer Area.

(a) No later than the termination or expiration of an applicable Term for a particular Order or Customer Area, Customer must (i) vacate and surrender possession of the Customer Area to Digital Realty in good order and clean condition, reasonable wear and tear excepted, (ii) remove all Customer Equipment from the Customer Area and the Building, and (iii) repair (or reimburse Digital Realty's reasonable costs to repair) damage caused by Customer or Customer Authorized Parties.

(b) If Customer does not vacate and surrender the Customer Area by the end of the applicable Term, Customer shall pay 150% of the MRCs payable during the last month of the Term for each month, or part thereof, beyond the end of the applicable Term, and all other fees attributable to the Customer Area and Services until Customer complies with Sections 7(a)(i) and (ii). During any holdover period, Customer will be a tenant-at-sufferance and required to vacate the Customer Area at any time following notice from Digital Realty.

(c) If Customer does not remove the Customer Equipment within 5 calendar days after the end of the applicable Term, to the extent permitted by law, Digital Realty may treat the Customer Equipment as abandoned and (i) charge Customer for

the removal and storage costs of the Customer Equipment, and/or (ii) dispose of the Customer Equipment in accordance with applicable laws and recover from the proceeds of such disposal any fees or costs owed by Customer, including any fees or costs relating to the storage, removal, and disposition of the Customer Equipment, MRCs, or NRCs.

8. Events of Default, Late Charges.

(a) **Customer Default.** If Customer fails to perform any of its payment obligations under any Agreement and such failure has not been cured within 5 days following delivery of a written notice of breach, Digital Realty has the right (without limiting any other remedies hereunder) to immediately terminate, to restrict Customer's access to, or Customer's right to remove Customer Equipment from, the Customer Area(s), or to suspend provision of power to the Customer Area(s). If Customer fails to perform any other Customer obligation under this Agreement which has not been cured within 30 days of receiving a written notice of breach, Digital Realty has the right to exercise the remedies above; provided that, in the event any action or non-action by Customer threatens or causes harm to any portion of the Building, the Customer Area or any other customer or user of the Building or Services, Digital Realty may immediately exercise such remedies and take immediate action to repair any damage or harm at Customer's expense. Upon any termination under this Section (c)(a), (i) Digital Realty is entitled to recover from Customer all damages Digital Realty may suffer by reason of such termination, all arrearages in MRCs and NRCs and other costs, charges, assessments, and reimbursements, and all costs (including court costs and attorneys' fees) to exercise its remedies and recover amounts due hereunder, and (ii) Digital Realty may declare due and payable immediately the aggregate MRCs and other charges and assessments that would otherwise become due and payable during the remainder of the Term (Customer and Digital Realty agreeing that Digital Realty's actual damages in such event are impossible to ascertain and the amount set forth above is a reasonable estimate thereof). In addition, Digital Realty may also seek payment of a late fee at the lesser of 10% or the maximum rate permitted in the jurisdiction where the Customer Area is located or the Services are provided, for any payment not received when due. Customer shall not be permitted to remove any Customer Equipment from the Customer Area at a time when Customer is delinquent in meeting its payment obligations or is in breach of any other material term of the Agreement.

(b) **Digital Realty Default.** If Digital Realty fails to perform any material obligation under this Agreement which has not been cured within 30 calendar days of receiving a written notice of breach (provided that if the breach is of a nature that reasonably takes more than 30 days to cure, the time period to cure shall be extended to the period reasonably required to effect such cure so long as Digital Realty has begun to cure within such 30 day period and diligently pursues such cure), then Customer may immediately terminate this Agreement by providing written notice and vacating and surrendering the Customer Area within 30 days after Digital Realty's failure to timely cure.

9. Changed or Unexpected Circumstances.

(a) **Relocation.** Digital Realty may relocate the Customer Area to a comparable area upon not less than 60 calendar days' advance notice and will work with Customer to minimize any potential disruption. Digital Realty will also reimburse Customer for all reasonable and documented out-of-pocket expenses paid by Customer for such relocation. Following any such relocation, all references to "Customer Area" will mean the new area to which Customer has been relocated.

(b) **Casualty and Condemnation.** If there is material damage to, destruction of or condemnation of the Building, the Data Center or the Customer Area preventing the use thereof or the provision of the Services, (i) SLA credits and remedies will not apply; (ii) Customer's obligation to pay for the Services not provided shall abate as of the date of the occurrence of such material damage, destruction of or condemnation of the Building, Data Center or Customer Area; (iii) Digital Realty may, in its