



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.