



DIGITAL REALTY

MASTER SERVICES AGREEMENT (UNITED STATES)

This Master Services Agreement (United States) ("**MSA (US)**") is made by the undersigned customer ("**Customer**") and the undersigned representative of Digital Realty as of the date below. "**Digital Realty**" means the entity that signs an Order and is an Affiliate of the entity signing this Country MSA for Digital Realty. The parties agree as follows:

1. **General.** This MSA (US) incorporates by reference the Global Terms and Conditions by Customer or its Affiliate and Digital Realty dated _____, and is a Country MSA. Capitalized terms used, but not defined, in this MSA (US) have the meaning ascribed to them in the Global Terms and Conditions. Under the Global Terms and Conditions, Orders may be entered into between Customer and Digital Realty. The terms of this MSA (US) (which incorporates the terms of the Global Terms and Conditions) are hereby incorporated into each Order for Services provided by Digital Realty in the **United States**.
2. **Term.** The initial term of this MSA (US) shall be 39 months ("**Initial Term**") commencing on the Commencement Date for the first Services provided hereunder (the "**Initial Commencement Date**"). Unless otherwise specified in such Order, each Order for Services provided by Digital Realty in the United States will be coterminous with this Country MSA, such that each such Order will commence on its respective Commencement Date and continue for the duration of the Term of this Country MSA, unless earlier terminated as provided herein.
3. **Security Deposit.** Customer will provide a Security Deposit equal to 1 month's MRC.
4. **Common Carrier.** Customer agrees that it shall not assert, nor shall it permit any other party to assert, any rights or benefits that Customer or such other party may have or hereafter have as a "utility" or "common carrier" or status of similar import, including any defense Customer may have under any legal requirement that conflicts with or would act to modify any rights of Owner or the respective rights, benefits or obligations of Digital Realty and Customer hereunder.
5. **Termination of Data Center Lease.** Notwithstanding anything in the Agreement to the contrary, the Agreement, as it pertains to the Data Center in the Building, shall, if applicable, terminate automatically upon the expiration or earlier termination of the lease between Digital Realty and the Owner of the Building (the "**Lease**"), unless Owner, at Owner's option, demands that Customer attorn to Owner or Owner's designee as set forth herein. In the event of the termination, re-entry or dispossession of Digital Realty by Owner under the Lease, Customer upon such Owner's request shall promptly provide to Owner a copy of all documentation and agreements pertaining to Customer's presence in the Building. Owner may, at its option, take over (or designate a designee of Owner to take over) all of the right, title and interest of Digital Realty, as licensor under this Agreement, with respect to the Data Center at the Building. In the event that Owner so elects to take over (or have a designee take over) such right, title and interest of Digital Realty, then Customer shall, at Owner's option, attorn to Owner or at Owner's further option, to Owner's designee pursuant to the then executory provisions of this Agreement to the extent the same relate to the Building, except that (1) neither Owner nor Owner's designee shall (i) be liable for any act or omission of Digital Realty under this Agreement prior to such attornment, (ii) be subject to any offset which accrued to Customer against Digital Realty, (iii) be bound by any prepayment of more than one month's MRCs or NRCs or other sums due hereunder unless such prepayment was previously approved by such Owner, nor (iv) be bound by any covenant to undertake or complete any construction of, or related to, the Data Center, or perform any work for Customer, (2) Owner or Owner's designee, as licensor, may require reasonable modifications of Customer's insurance requirements, consistent with owners of other first class Buildings in the vicinity of the Building of a similar nature, and (3) neither Owner nor Owner's designee shall be bound for any of the terms and conditions that relate to any premises other than the Data Center in the Building (and any such provisions shall be deemed excluded from this Agreement). Upon request, Customer shall execute any agreement requested to confirm such attornment.
6. **Repairs & Maintenance.** Digital Realty shall use its good-faith efforts to provide Customer (except in the case of emergency, in which event Digital Realty shall use reasonable efforts, but shall not be required, to provide Customer with prior notice) not less than 24 hours prior notice of Digital Realty's intent to conduct facility maintenance services and planned repairs (including, but not limited to electrical, mechanical or plumbing work) that may disrupt access to or use of the Customer Area or the provision of Services to Customer. In the event such work will materially disrupt and/or interfere with the business of Customer, Digital Realty and Customer will cooperate to determine an appropriate maintenance window to conduct such work. In emergency situations, Digital Realty shall use reasonable care and precaution in order to minimize the disruption in Customer's business without the creation of a maintenance window.
7. **Governing Law.** The parties agree that any Agreement in the United States including the MSA (US) will be governed in all respects by the laws of the State of California and of the United States, without giving effect to the principles of California law relating to the conflict or choice of laws, and they submit to the exclusive jurisdiction of the courts of the State of California or the United States federal district court of the Northern District of California to resolve any dispute that may arise out of or in connection with any such Agreement including the MSA (US). THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO ANY AGREEMENT, ORDER, CUSTOMER AREA OR SERVICES PERTAINING TO THIS MSA (US).

The party signing this MSA (US) for Digital Realty is an affiliate of the Digital Realty parties signing Orders hereunder and is authorized to execute this MSA (US) on behalf of Digital Realty. The Digital Realty affiliate signing this MSA (US) does so for the sole purpose of acknowledging the terms of this MSA (US) as incorporated into each applicable Order and shall not be deemed to be "Digital Realty" as that term is used in this Agreement.

For Digital Realty

Digital Realty Holdings US, LLC

By: _____

Name: _____

Date: _____

Customer: **Hi-Link Technology Group, LLC**

By: Vasim Limbadiya
3371AFF17D94477...

Name: Vasim Limbadiya

Digital Realty Notice Information:

Digital Realty
2323 Bryan Street, Suite 1800
Dallas, Texas 75201
Attention: Lease Administration

With a Copy to:

Digital Realty
1 State Street, 21st Floor
New York, New York 10004
Attention: Legal Department
Email: legalnotice@digitalrealty.com

Customer Notice Information:

Customer Address (*street/city/state/zip*):

60 Long Ridge Road, Suite 205
Stamford, CT 06902

Customer Telephone #: 203-388-7136

Customer E-Mail Address: vip@hi-link.com

Customer Billing Information (if different from Notice Information above):

Customer Billing Address (*street/city/state/zip*):

60 Long Ridge Road, Suite 205
Stamford, CT 06902

Customer Billing Contact: Attn: Vasim Limbadiya

Customer Billing Telephone #: 203-388-7136

Customer Billing E-Mail Address: vip@hi-link.com

Customer Tax Exempt? (Yes or No) Yes
(If yes, attach certificate(s))

Does Customer Require Invoices to Include P.O. #?

(Yes or No) _____

If Yes, Customer E-Mail Address for Contact Providing P.O. #s:
