

MAIN COUNTRY AGREEMENT

UNITED STATES

This Main Country Agreement (United States) (the "**MCA (US)**") which also may be referred to as "**MSA**") is entered into on 09/23/2024 (the "**Effective Date**") by and between Select Medical Corporation, a Delaware corporation, for the benefit of itself and its subsidiaries, affiliates, joint ventures, partnerships, managed and contracted entities (hereinafter referred to as the "**Customer**") and **Equinix LLC**, for and on behalf of itself or its Affiliates, each of whom may provide use of Licensed Space and Services pursuant to an agreed Order from time to time (and each referred to herein as "Equinix"). Customer and Equinix may be referred to collectively as "Parties" or individually as a "Party".

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

1. This MCA (US) incorporates the Global Terms and Conditions attached as Attachment A ("GTCs") and all other attachments to this MCA (US). The term "Agreement" as used in this MCA (US) and in the GTCs shall mean this MCA (US) and everything incorporated by reference into this MCA (US) and in the GTCs, including the Policies and all Orders. Capitalized terms used but not defined in this MCA (US) shall have the meaning ascribed to them in the GTCs.
2. This Agreement will be governed in all respects by the internal laws of the state of New York without regard to its conflict of law provisions. The Parties each irrevocably agree to the exclusive jurisdiction of the courts of New York and waive any right to bring any action against the other Party in any other jurisdiction or courts. 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.
3. 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 a mechanic's lien or similar lien is filed on or in connection with, the Licensed Space or IBX Centers, Customer will be responsible for the immediate satisfaction, payment or bonding of any such lien. In no event will Customer's Equipment be construed as fixtures.


Executed as an Agreement, which shall not take effect until signed by both Parties below.

Customer to complete:

Customer warrants and represents that the individual signing below has full authority to execute this Agreement on behalf of Customer.

Customer Name: Select Medical Corporation
(Complete Legal Name)

Authorized Signature:


Brian Rusignuolo (Sep 27, 2024 10:50 EDT)

Printed Name:

Brian Rusignuolo

Title:

EVP & CIO

Street address for notices:

[On following page]

Equinix to complete:

Equinix warrants and represents that the individual signing below has full authority to execute this Agreement on behalf of Equinix.

Equinix LLC

Authorized Signature:

Printed Name:

Title:

Street address for notices:

VP Acknowledgement/Nonassent:


MM

Select Medical Corporation
Attn: CIO & EVP
4714 Gettysburg Rd.,
Mechanicsburg, PA 17055

Equinix LLC
One Lagoon Drive, 4th Floor
Redwood City, California 94065, USA

With a CC to: Select Medical Corporation
Attn: EVP & Dep. GC
4714 Gettysburg Rd.,
Mechanicsburg, PA 17055

Phone: +1 650-598-6000
Facsimile number: +1 650-618-1857

Attachment A

Global Terms and Conditions

The remainder of this page is intentionally blank.

Signature: 
Matthew Martin (Sep 23, 2024 10:13 EDT)

Email: mmartin@selectmedical.com

