

# DATA CENTER COLOCATION AGREEMENT

THIS DATA CENTER COLOCATION AGREEMENT (the "Agreement") is made effective as of March 1, 2024 (the "Effective Date"), by and between:

EQUINIX, INC., a Delaware corporation, having its principal place of business at One Lagoon Drive, Redwood City, CA 94065 ("Provider")

and

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation, having its principal place of business at 100 Technology Drive, Boston, MA 02110 ("Customer")

## 1. DEFINITIONS

1 "Colocation Space" means the designated area within Provider's data center facility located at 1 Summer Street, Boston, MA 02110 (the "Facility"), consisting of 400 square feet of dedicated space in Suite 500, as further detailed in Exhibit A.

2 "Customer Equipment" means the servers, storage devices, networking equipment, and other hardware installed by Customer within the Colocation Space.

3 "Services" means the colocation services, power, cooling, network connectivity, and related services provided by Provider as specified in Exhibit B.

## 2. TERM AND RENEWAL

1 Initial Term. The initial term of this Agreement shall be thirty-six (36) months commencing on the Effective Date.

2 Renewal. This Agreement shall automatically renew for successive twelve (12) month periods unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

## 3. SERVICES AND FEES

1 Base Services. Provider shall provide the following base services:

- a) 400 square feet of dedicated space
- b) 100 kW of redundant power (N+1 configuration)

- c) Environmental controls maintaining temperature between 68-75 F
- d) 24x7 physical security and access control
- e) 10 Gbps dedicated network connectivity

2 Fees. Customer shall pay the following fees:

- a) Monthly recurring charge: \$45,000
- b) Initial setup fee: \$25,000
- c) Cross-connect fees: \$350 per connection per month
- d) Remote hands support: \$250 per hour

3 Payment Terms. All fees are due within thirty (30) days of invoice date. Late payments shall accrue interest at 1.5% per month.

#### **4. ACCESS AND SECURITY**

1 Authorized Personnel. Customer shall provide a list of authorized personnel permitted to access the Colocation Space. Updates to this list must be submitted in writing.

2 Access Procedures. Access to the Colocation Space shall be subject to Provider's security protocols, including:

- a) Government-issued photo identification
- b) Biometric scanning
- c) Visitor logs and escorts for non-authorized personnel
- d) Camera surveillance

#### **5. CUSTOMER OBLIGATIONS**

1 Equipment Installation. Customer shall:

- a) Provide detailed equipment specifications prior to installation
- b) Comply with Provider's rack configuration guidelines
- c) Maintain equipment within power density limitations
- d) Label all equipment and cables according to Provider standards

2 Compliance. Customer shall comply with all applicable laws, regulations, and Provider policies regarding data center operations.

## **6. SERVICE LEVEL AGREEMENT**

- 1 Power Availability: 99.999% uptime guarantee
- 2 Environmental Controls: 2 F temperature variance tolerance
- 3 Network Availability: 99.99% uptime guarantee
- 4 Credits for service level failures as detailed in Exhibit C

## **7. LIMITATION OF LIABILITY**

- 1 Maximum Liability. Provider's aggregate liability shall not exceed the total fees paid by Customer in the twelve (12) months preceding any claim.
- 2 Excluded Damages. Neither party shall be liable for indirect, consequential, or punitive damages.

## **8. INSURANCE**

- 1 Required Coverage. Customer shall maintain:
  - a) Commercial General Liability: \$2,000,000 per occurrence
  - b) Property Insurance: Full replacement value of Customer Equipment
  - c) Workers' Compensation: Statutory limits
  - d) Cyber Liability: \$5,000,000 per claim

## **9. TERMINATION**

- 1 For Cause. Either party may terminate this Agreement upon thirty (30) days written notice for material breach.
- 2 Equipment Removal. Upon termination, Customer shall remove all Equipment within fifteen (15) days.

## **10. CONFIDENTIALITY**

- 1 Each party shall protect the other's confidential information using the same degree of care as its own confidential information, but no less than reasonable care.

## **11. MISCELLANEOUS**

- 1 Force Majeure

2 Assignment

3 Governing Law: Massachusetts

4 Dispute Resolution

5 Entire Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EQUINIX, INC.

**By:** \_

**Name:** \_

**Title:**

**Date:**

SUMMIT DIGITAL SOLUTIONS, INC.

**By:** \_

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

**Date:**

[Exhibits A, B, and C to follow]