



MASTER SERVICES AGREEMENT

This Master Services Agreement (including any schedules, addenda, attachments or exhibits referenced herein) (“**Master Terms**”) is effective as of [REDACTED], 20[REDACTED] (the “**Effective Date**”), between [REDACTED], having its principal place of business at [REDACTED] (“**Customer**”) and **CyrusOne LLC**, a Delaware limited liability company (“**CyrusOne**”).

1. Definitions; Construction. Capitalized terms used in the Agreement have the following meanings or are defined where first used or in other documents comprising the Agreement. Use of the term “days” means “calendar days” unless otherwise specified. Captions, titles and headings to articles and sections of the Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

“**Access List**” means the list of names of individuals that are authorized by Customer to access the Designated Space(s).

“**Affiliate**” means, with respect to any Person, any other Person that is Controlled (as defined below) by, under common Control with, or which Controls such Person.

“**Applicable Law**” means all international, federal, country, state, provincial, regional, territorial, local and other laws, rules and regulations, ordinances, interpretive letters and other official releases of or by any governmental authority, decrees, orders and codes (including any requirements for permits, certificates, approvals and inspections), as the same are promulgated, supplemented and amended from time to time.

“**Claim**” means any civil, criminal, administrative or investigative suit, claim, action or proceeding.

“**Colocation Space**” means the location(s) within a Facility(ies) where Customer is permitted to colocate Customer Equipment pursuant to an Order Form.

“**Connection Notice**” means a written notice from CyrusOne that a Service ordered by Customer is ready for use by CyrusOne pursuant to an Order Form. For the avoidance of doubt, CyrusOne will provide a Connection Notice for each Service ordered, including where multiple Services are ordered on one Order Form.

“**Control**” (and its correlatives) means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies, or operations of an entity or Person, whether through the ownership of voting securities, by contract or otherwise.

“**Customer Equipment**” means any equipment, hardware, and other fixtures or personal property located in the Designated Space, in each case whether owned, leased or provided by or on behalf of Customer or any End User (as may be defined in the applicable Services Addendum), including any such materials that Customer or such End User permits to be admitted into the Colocation Space by any Person.

“**Customer Property**” means: (a) Customer Equipment; and (b) any software, content, data, information, spare parts and other materials, in each case, owned, leased, licensed, stored, processed or provided by or on behalf of Customer or other Persons as permitted or authorized by Customer.

“**Designated Space**” means, collectively, the Colocation Space, Office Space, and Storage Space.

“**Facility**” or “**Facilities**” means the real property, buildings, improvements, fixtures and personal property owned, leased or operated by or on behalf of CyrusOne in which Customer is permitted to use Designated Space pursuant to an Order Form.

“**Holdover Period**” means, subject to the applicable provisions of a Services Addendum, any period of time during which Customer or Customer Property occupies a Designated Space beyond the applicable Service Term.

“**Losses**” means settlements, judgments, awards, interest, liabilities, losses, costs, damages and expenses, including reasonable attorneys’ fees and disbursements and court costs.

“**Office Space**” means the location(s) within a Facility(ies) dedicated to Customer’s business use as set forth in an Order Form.

“**Party**” or “**Parties**” means, as the context so requires: (a) with respect to the Master Terms, Customer and CyrusOne; and (b) with respect to the Agreement, the Persons which are signatories to the Agreement, which shall be, on the one hand, Customer (or, subject to CyrusOne’s prior written approval in its sole discretion, an Affiliate of Customer) and, on the other hand, CyrusOne or an Affiliate of CyrusOne.

“**Person**” means any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof, and any fiduciary acting in such capacity on behalf of any of the foregoing.

“**Service Commencement Date**” means, for a Colocation Space or other Service ordered in an Order Form, the date on which the Connection Notice for such Service is delivered.

“**Service Levels**” or “**SLA**” means the performance metrics, if any, by which the Services are measured as set forth in the applicable Services Addendum.

“**Storage Space**” means the location(s) within or without a Facility(ies) dedicated to Customer’s storage of Customer Property and set forth in an Order Form.

“**Taxes**” means foreign, federal, national, state or local excise, gross receipts, property, access, bypass, sales, use, privilege, or other tax, however designated, levied or imposed (whether as a deduction, withholding or payment) now in force or enacted in the future, which apply to the Designated Space, the Services performed by CyrusOne for Customer or to Customer for its operations and use of the Designated Space or Services, but excluding taxes on CyrusOne’s net income.

2. Scope. The Master Terms contain the standard terms and conditions applicable to CyrusOne’s provision of services (collectively, the “**Services**”) to Customer. Terms and conditions specific to the Services ordered by Customer are set forth in (a) individual addenda signed by Customer and the applicable CyrusOne entity offering the Services (each a “**Services Addendum**”) and (b) the applicable Order Form (defined below). Each Order Form, together with the Master Terms, the applicable Services Addenda, and any other documents incorporated or referenced in any of the foregoing (all of which are incorporated therein by such reference), constitute a separate agreement between Customer and the CyrusOne entity that is a party to the applicable Order Form (the “**Agreement**”), and all references to “CyrusOne” in any of such documents refers to the CyrusOne entity that is a party to the applicable Order Form. In the event of any conflicting or inconsistent terms, the following order of precedence applies in descending order: (i) the Master Terms; (ii) a Services Addendum, unless a Services Addendum expressly states that a particular provision of the Services Addendum overrides a particular provision of the Master Terms; (iii) an Order Form, unless an Order Form expressly states that a particular provision of the Order Form overrides a particular provision of the Master Terms or a Services Addendum; and (iv) any other documents incorporated or referenced therein. Each Agreement may only be amended in writing signed by authorized representatives of the applicable Parties thereto.

3. Ordering Services. Services may be ordered by Customer pursuant to a written order prepared by CyrusOne that references the Master Terms and the applicable Services Addendum and is signed by Customer and the applicable CyrusOne entity offering the Services (each an “**Order Form**”). Unless a Service Commencement Date is expressly set forth in the executed Order Form, then following execution of an Order Form by both Parties, CyrusOne shall deliver a tentative installation date for the requested Service. Any changes to the scope of Services must be documented in a written change order or amendment to the Order Form signed by authorized representatives of the applicable Parties thereto. Terms and conditions contained in any Customer purchase order forms or other similar documents shall not apply to the Services and shall be null and void. The fees and charges for the Services do not include Taxes. Customer is solely responsible for payment of all Taxes and shall indemnify CyrusOne for all Losses arising from or related to such Taxes.

4. Term.

4.1 Master Terms. The effectiveness of these Master Terms commences on the Effective Date and unless terminated earlier in accordance with these Master Terms, continues until the later of: (a) the date that is one year following the Effective Date; and (b) the date which is six (6) months following the expiration and non-renewal or termination of the Service Term of the last of the Order Forms in effect under these Master Terms.

4.2 Order Form. The term of each Service set forth in an Order Form commences on the date of the last signature to the Order Form and unless terminated earlier in accordance with the Agreement, continues following the Service Commencement Date for the fixed period of time set forth in such Order Form (the “**Initial Service Term**,” together with all Renewal Terms (defined below), the “**Service Term**”). THE INITIAL SERVICE TERM AUTOMATICALLY RENEWS AND REMAINS IN EFFECT FOR ADDITIONAL, SUCCESSIVE ONE (1)-YEAR PERIODS UNLESS: (A) A PARTY NOTIFIES THE OTHER PARTY IN WRITING OF ITS INTENT NOT TO RENEW THE ORDER FORM NO LESS THAN ONE-HUNDRED EIGHTY (180) DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT SERVICE TERM OR SUCH PERIOD IS TERMINATED EARLIER IN ACCORDANCE WITH THE AGREEMENT; (B) AN ORDER FORM STATES THAT A PARTICULAR SERVICE IS SUBJECT TO ONE OR MORE ADDITIONAL, SUCCESSIVE RENEWAL PERIODS EACH HAVING A FIXED DURATION (e.g., A

RENEWAL OPTION OF 3 YEARS IN DURATION), IN WHICH CASE THE RENEWAL PERIOD (IF TRIGGERED IN ACCORDANCE WITH THE AGREEMENT) SHALL BE FOR SUCH DURATION UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE AGREEMENT; OR (C) AN ORDER FORM STATES THAT A PARTICULAR SERVICE HAS A FIXED DURATION THAT IS LESS THAN ONE YEAR (*e.g.*, MONTH-TO-MONTH), THE SERVICE TERM FOR SUCH SERVICE SHALL AUTOMATICALLY RENEW FOR ADDITIONAL, SUCCESSIVE PERIODS OF EQUAL DURATION UNLESS A PARTY NOTIFIES THE OTHER PARTY IN WRITING OF ITS INTENT NOT TO RENEW THE APPLICABLE SERVICE NO LESS THAN THIRTY (30) DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT SERVICE TERM OR SUCH PERIOD IS TERMINATED EARLIER IN ACCORDANCE WITH THE AGREEMENT (EACH A “RENEWAL TERM”).

5. Customer Responsibilities. Customer, its employees, agents, contractors and representatives (including all individuals placed on the Access List by Customer) shall comply with all rules, specifications, policies, procedures, and security requirements governing the Services, a Facility, the Designated Space and any use thereof, including without limitation the CyrusOne Customer Support Guide (collectively “CyrusOne Policies”). Customer remains fully and unconditionally responsible for the acts and omissions of such individuals while at a Facility. Customer agrees to actively cooperate with CyrusOne with respect to the delivery of the Services, including but not limited to providing timely feedback, approvals, assistance and information reasonably required for CyrusOne to successfully deliver the Services. CyrusOne shall not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission or failure to perform by Customer, its Affiliates or any of their respective employees, agents, customers, contractors or representatives, and Customer may be responsible to CyrusOne for additional fees and costs associated therewith.

6. Fees and Payment.

6.1 Monthly Recurring Charges. Customer shall pay CyrusOne the monthly recurring charges (“MRC”) and usage-based fees specified in the applicable Order Form. Customer acknowledges and agrees that the MRC is a firm commitment for the period stated in the Order Form and any renewal of such period and that billing for all MRC and usage-based fees commence on the Service Commencement Date regardless of whether Customer has procured or received services, equipment or other materials from third-party vendors (*i.e.*, equipment suppliers, software developers, telecommunication carriers, etc.) required by Customer in connection with its use of the Services or Designated Space. Unless otherwise specified in an Order Form, CyrusOne shall invoice monthly in advance for all recurring fees and in arrears for usage-based fees. By way of example and not limitation, the MRC shall be billed a month in advance so that such charges shall be paid by Customer prior to the month for which the MRC is applicable (*e.g.*, based on 30 day payment terms, CyrusOne shall invoice the MRC on December 1 for Services that commence on January 1).

6.2 Non-recurring Charges. Customer shall pay CyrusOne all non-recurring charges (“NRC”) specified in the applicable Order Form. Unless otherwise specified in an Order Form, CyrusOne shall invoice Customer for all NRC upon the effective date of the applicable Order Form.

6.3 Payment Terms. All invoices are due thirty (30) calendar days from the invoice date. If Customer fails to pay any amounts not disputed in accordance with **Section 6.4 (Disputed Payments)** below, CyrusOne reserves the right, in addition to any other rights or remedies, to: (a) suspend any and all Services; (b) charge Customer interest on the unpaid amount at the lesser of: (i) one and one half percent (1.5%) per month; and (ii) the highest rate permitted by Applicable Law; and (c) any combination of the foregoing. Customer shall reimburse CyrusOne for all collection costs, including reasonable attorneys’ fees, incurred in obtaining payment on unpaid, undisputed amounts. Customer’s payments to CyrusOne must be in the form of a check or electronic funds transfer (via wire transfer or ACH). Where Customer requires CyrusOne to utilize a billing or invoicing system resulting in usage or other administrative fees or expenses to CyrusOne, CyrusOne reserves the right to require that Customer reimburse CyrusOne for such fees or expenses. Customer shall communicate to CyrusOne any and all changes to its billing information including billing address, purchase order number or attention to information reasonably in advance in writing. In the event that the Agreement is terminated for any reason other than due to CyrusOne’s material breach, Customer immediately shall pay to CyrusOne all amounts that Customer is required to pay to CyrusOne under the Agreement.

6.4 Disputed Payments. If Customer reasonably and in good faith disputes any portion of a CyrusOne invoice, Customer must pay the undisputed portion of the invoice in accordance with **Section 6.3 (Payment Terms)** and submit a written claim to CyrusOne for the disputed amount along with the supporting documentation requested by CyrusOne. All such claims relating to disputed amounts must be submitted to CyrusOne within thirty (30) days of the date of initial invoice on which the disputed amount appears, failing which Customer waives all rights to dispute any charges and to file any claim. The Parties shall cooperate in good faith to resolve all billing and payment disputes within thirty (30) days after receipt of Customer’s notice. If the dispute is resolved such that Customer is required to pay any outstanding amounts, then within five (5) days following resolution of the dispute, Customer shall pay the applicable amounts, plus interest accrued from the date payment was originally due.

6.5 **No Sale of Goods or Telecommunication Services.** CyrusOne sells colocation services, not products. To the extent a product is identified on an Order Form (e.g., power whips, cage material, access reader, etc.) the applicable fee represents the set-up charges associated with the item, the installation of which is required for CyrusOne to prepare the Designated Space for Customer's use during the applicable Service Term. Legal title shall remain with CyrusOne and Customer shall have no right to remove any such products at any time. In the event the Parties wish to alter this arrangement they may do so in the applicable Order Form, provided the Order Form expressly identifies the products being sold, states that title to the product is intended to transfer, and sets forth the manner in which title shall be transferred. All products, and some Services, may be provided by a CyrusOne Affiliate. CyrusOne is not a reseller of telecommunication services. If third party telecommunication services are procured through CyrusOne, Customer shall be responsible solely for all Taxes and other related surcharges regardless of Customer's tax status.

6.6 **Broker.** Customer represents and warrants to CyrusOne that it has not entered into any agreement with a broker, agent or finder (other than those identified to CyrusOne in an Order Form, each an "**Identified Broker**") to whom a brokerage or other commission or fee may be payable in connection with the Agreement or the transaction contemplated hereby. To the extent Customer has used an Identified Broker in connection with the Agreement and CyrusOne has agreed in an executed Commission Payment Agreement to pay to it a commission or any portion of a commission, Customer agrees that in connection with any termination of the Agreement prior to the expiration of the applicable Service Term, Customer shall reimburse CyrusOne promptly upon termination for any unamortized broker fees or commissions and shall indemnify CyrusOne for any brokerage fees or commissions in connection the Agreement.

7. **Compliance with Applicable Laws.** Customer shall comply, in all material respects, with all Applicable Laws, including as such Applicable Laws may apply to Customer's use of the Services. CyrusOne shall comply, in all material respects, with all Applicable Laws that apply to CyrusOne as a provider of Services. CyrusOne reserves the right, upon reasonable notice to Customer, to amend or supplement the Services and the terms or conditions of the Agreement to meet requirements imposed by Applicable Law. CyrusOne has the right, in addition to any other rights and remedies, to suspend the provision of any of the Designated Space and Services, in whole or in part, and to deny access to the Facilities if Customer violates Applicable Law (including by its use of the Services or the Designated Space) and such violation negatively and materially impacts a Facility or CyrusOne's ability to provide the Services, or causes CyrusOne to be in violation of any Applicable Law, and in either case, Customer fails to cure such violation within thirty (30) days following written notice (unless Applicable Law or a government authority does not permit such a cure period or requires a shorter period).

8. **Termination.**

8.1 **General.** Each Party may terminate the Agreement: (a) if the other Party is in material breach of the Agreement and has not cured the breach within thirty (30) days following written notice from the first Party of such breach; or (b) upon written notice to the other Party if the other Party becomes insolvent, is unable to pay its debts as they come due, or fails to discharge an involuntary petition with sixty (60) days of filing or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection from creditors under the bankruptcy laws or similar laws of the United States or any state of the United States. Customer also may terminate the Agreement as of a date specified in a written notice of termination given to CyrusOne if a court or other governmental body, regulator, agency or authority of competent jurisdiction prohibits Customer from receiving the Services from CyrusOne, provided that Customer has undertaken commercially reasonable efforts to remove or work-around such restriction. CyrusOne also may terminate the Agreement as of a date specified in a written notice of termination given to Customer if: (y) a court or other governmental body, agency or authority of competent jurisdiction prohibits CyrusOne from providing the Services to Customer, provided that CyrusOne has undertaken commercially reasonable efforts to remove or work-around such restriction; or (z) CyrusOne has suspended the Services for any reason permitted under the Agreement for thirty (30) consecutive days or more.

8.2 **Survival.** The provisions of Sections 1 (Definitions; Construction), 2 (Scope), 6 (Fees and Payment), 8.2 (Survival), 10 (Limitation of Liability), 11 (Indemnification), 12 (Confidential Information), 15 (Assignment), and 18 (Waiver; Severability) through 24 (Counterparts; Complete Agreement; Signing Authority) and any other Articles, Sections, Addenda, Schedules or Attachments of the Agreement that by their nature may reasonably be presumed to survive any termination or expiration of the Agreement, shall so survive.

9. **Limited Warranties; DISCLAIMER.** Each Party represents and warrants to the other Party that: (a) such Party is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification; (b) the individual person(s) signing the Agreement and any Services Addendum or Order Form has all right, power and authority to sign them on behalf of such Party; and (c) the execution of the Agreement by such Party shall not conflict with or violate, and shall not breach, any agreement, covenant, court order, judgment or decree to which such Party is a party or by which it

is bound. Customer further represents and warrants that neither it, nor any of its Affiliates, officers, directors or employees are on any of the U.S. Government export screening lists of the Department of Commerce, Department of State and Department of the Treasury, including without limitation the Denied Persons List, the Entity List, the Debarred List, or the list of Specially Designated Nationals. Customer shall promptly notify CyrusOne if it is identified on any of the foregoing lists at any point during the term of the Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, THE DESIGNATED SPACE, ALL SERVICES AND ALL MATERIALS (INCLUDING PRODUCTS) PROVIDED BY CYRUSONE OR ITS AFFILIATES ARE PROVIDED "AS IS" AND CYRUSONE DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CYRUSONE DOES NOT MONITOR OR EXERCISE CONTROL OVER ANY CUSTOMER PROPERTY STORED, PROCESSED, TRANSMITTED THROUGH OR OTHERWISE RESIDING ON CUSTOMER EQUIPMENT OR TRANSMITTED THROUGH THE FACILITIES. USE OF ANY CONTENT, DATA OR INFORMATION OBTAINED VIA THE SERVICES IS AT CUSTOMER'S OWN RISK, AND CYRUSONE DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE DESIGNATED SPACE OR ANY SERVICES SHALL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CYRUSONE SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF CONTENT, DATA AND INFORMATION OBTAINED THROUGH ITS SERVICES. CUSTOMER ACKNOWLEDGES THAT, DUE TO THE PUBLIC NATURE OF THE INTERNET, THERE IS NO GUARANTEE OF SECURITY OR PRIVACY ON THE INTERNET AND CYRUSONE MAKES NO GUARANTEE THAT ANY OF CUSTOMER'S SYSTEMS, CONTENT, DATA AND INFORMATION SHALL BE SECURE OR KEPT PRIVATE WITH RESPECT TO THIRD PARTY ACCESS VIA THE INTERNET. CYRUSONE IS NOT RESPONSIBLE FOR THE MANNER IN WHICH THE SERVICE IS USED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY ACCESSING SUCH SERVICE (OR THE EQUIPMENT USED TO DELIVER SUCH SERVICE) THROUGH OR ON BEHALF OF CUSTOMER.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, AGENTS AND CONTRACTORS SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, NOR DAMAGES AND LOSSES FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITY, USE, REPUTATION, SAVINGS OR ANTICIPATED SAVINGS; BUSINESS INTERRUPTION; THE COST OF PURCHASING REPLACEMENT SERVICES; OR OTHER PECUNIARY LOSS; AND LOSS OR CORRUPTION OF ANY CUSTOMER CONTENT, DATA AND INFORMATION STORED ON, OR PROCESSED THROUGH, THE CUSTOMER EQUIPMENT, WHETHER IN ANY SUCH CASE ANY OF THE FOREGOING ARE FORESEEABLE AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOSSES MIGHT ARISE. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING BUT NOT LIMITED TO ANY INTENTIONAL USE OF THE FACILITY OR DESIGNATED SPACE BY CUSTOMER IN VIOLATION OF THE PERMITTED USE OR APPLICABLE LAW), OR A PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY UNDER THE AGREEMENT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, DAMAGES AND LOSSES ARISING FROM OR RELATED TO THE AGREEMENT (INCLUDING ATTORNEYS' FEES) SHALL NOT EXCEED AS FOLLOWS: (A) FOR SERVICES FOR WHICH CUSTOMER PAYS RECURRING CHARGES, AN AMOUNT EQUAL TO THE AVERAGE MONTHLY RECURRING CHARGE DURING THE INITIAL SERVICE TERM UNDER THE ORDER FORM FROM WHICH THE CLAIM, DAMAGE OR LOSS AROSE, MULTIPLIED BY TWELVE (12), LESS ANY AMOUNTS PAID FOR CLAIMS, DAMAGES OR LOSSES THEREUNDER ("**DIRECT DAMAGES CAP**"); PROVIDED, HOWEVER, IF THE SERVICE IS PROVIDED ON A MONTH-TO-MONTH BASIS, THE DIRECT DAMAGES CAP AS RELATES TO SUCH SERVICES SHALL BE EQUAL TO THE MONTHLY RECURRING CHARGE PAID OR PAYABLE BY CUSTOMER TO CYRUSONE FOR SUCH SERVICE FOR THE MONTH IN WHICH THE CLAIM FIRST AROSE; (B) FOR SERVICES FOR WHICH CUSTOMER PAYS A NON-RECURRING CHARGE, THE AMOUNT OF THE NON-RECURRING CHARGE PAID BY CUSTOMER FOR THE SERVICE FROM WHICH THE CLAIM FIRST AROSE; AND (C) FOR A BREACH OF **SECTION 12 (CONFIDENTIAL INFORMATION)**, THE GREATER OF: (I) TWO TIMES THE DIRECT DAMAGES CAP; AND (II) ONE MILLION DOLLARS (\$1,000,000). FOR CLARITY, ANY LOSSES OF A THIRD PARTY FOR WHICH AN INDEMNIFYING PARTY IS REQUIRED TO INDEMNIFY THE OTHER PARTY AND ITS INDEMNITEES UNDER THE AGREEMENT ARE CONSIDERED DIRECT DAMAGES, REGARDLESS OF THE TYPES OF LOSSES AWARDED TO, OR SETTLED WITH, SUCH THIRD PARTY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH IN THIS **SECTION 10 (LIMITATION OF LIABILITY)** SHALL APPLY TO ANY AND ALL CLAIMS, REGARDLESS OF WHETHER SUCH CLAIMS ARISE IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE),

STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. FOR CLAIMS RELATED TO ANY SERVICE DEFICIENCIES, UNAVAILABILITY OR INTERRUPTIONS, CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CYRUSONE'S SOLE AND EXCLUSIVE LIABILITIES, ARE LIMITED TO THOSE REMEDIES AS SPECIFICALLY SET FORTH UNDER THE APPLICABLE SERVICES ADDENDUM WITH RESPECT TO SERVICE LEVELS FOR THE AFFECTED SERVICE. THE LIMITATIONS AND EXCLUSIONS REGARDING LIABILITY SET FORTH IN THIS **SECTION 10 (LIMITATION OF LIABILITY)** REPRESENT A FAIR ALLOCATION OF THE RISKS BASED ON THE PRICES CYRUSONE CHARGES FOR THE SERVICES AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. NOTHING CONTAINED IN THE AGREEMENT SHALL BE DEEMED TO LIMIT CUSTOMER'S OBLIGATION TO PAY CHARGES, FEES AND COSTS UNDER THE APPLICABLE ORDER FORM.

11. Indemnification.

(a) CyrusOne shall defend, indemnify and hold harmless Customer, its Affiliates and their respective directors, employees, officers, agents and contractors (the "**Customer Indemnitees**") from and against any and all Losses arising out of any Claims brought by a third party (including but not limited to governmental authorities) or employees, contractors, agents or representatives of a Party related to bodily injury (including death) resulting from the fraud, negligence or willful misconduct of a CyrusOne Indemnitee (defined below). Notwithstanding the foregoing, nothing in this **subsection (a)** shall require CyrusOne to indemnify a Customer Indemnitee to the extent of any fraud, gross negligence or willful misconduct of a Customer Indemnitee.

(b) Customer shall defend, indemnify and hold harmless CyrusOne, its Affiliates and their respective directors, employees, officers, agents and contractors (the "**CyrusOne Indemnitees**") from and against any and all Losses arising out of any Claims brought by a third party (including but not limited to governmental authorities) or employees, contractors, agents or representatives of a Party related to: (i) bodily injury (including death) resulting from the fraud, negligence or willful misconduct of a Customer Indemnitee or (ii) use of any of the Services, Facilities, Designated Space and Customer Property by a Customer Indemnitee or any other Person including but not limited to customers of Customer or its Affiliates or any other Persons having access to any of the foregoing through a Customer Indemnitee, in each case without regard to the cause or causes thereof or the negligence of any Party or Parties. Notwithstanding the foregoing, nothing in this **subsection (b)** shall require Customer to indemnify a CyrusOne Indemnitee to the extent of any fraud, gross negligence or willful misconduct of a CyrusOne Indemnitee.

12. Confidential Information.

12.1 Confidentiality.

(a) "**Confidential Information**" of a Party means any information in any form or format disclosed or otherwise made available by or on behalf of a Party ("**Disclosing Party**") to the other Party or Persons acting on such other Party's behalf (the "**Receiving Party**"), that (i) is either marked or identified in writing as confidential, proprietary, secret or with another designation sufficient to give notice of its sensitive nature, (ii) the Receiving Party knows or has reason to know is confidential, proprietary, or trade secret information of the Disclosing Party or (iii) is of a type or nature that the Receiving Party should reasonably understand that the Disclosing Party desires to protect the information from disclosure. In the case of CyrusOne, Confidential Information also includes CyrusOne's customer communications or proposals, satisfaction surveys, customer lists, the design of the Facilities, the Designated Space, the Services provided and their respective charges, fees, costs, equipment used at the Facilities, the configuration of cables, networks and services at the Facilities, and any non-graphic information that the Receiving Party may receive, gather or observe while at a Facility.

(b) Confidential Information does not include information that the Receiving Party can demonstrate: (i) was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (ii) was or has become generally available to the public except through a breach of the Agreement by the Receiving Party; (iii) after disclosure to the Receiving Party, was received from a third party who, to the Receiving Party's knowledge, had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party. CyrusOne shall not be deemed to have accessed, received or otherwise processed, or to be in the possession of, Customer Confidential Information, including any personal data of Customer's customers, employees, or other third parties, solely by virtue of the fact that Customer transmits, receives, accesses, processes or stores such Confidential Information through its use of the Services.

12.2 Obligations of Confidentiality. The Receiving Party agrees to: (a) protect the Confidential Information of the Disclosing Party using at least the same efforts to protect such Confidential Information as the Receiving Party would use to protect its own

information of similar nature, but in no event less than reasonable care; (b) not disclose such Confidential Information to third parties in violation of the Agreement without the prior written consent of the Disclosing Party; and (c) use Confidential Information of the Disclosing Party only for purposes of performing its obligations or establishing its rights under the Agreement, including providing such Confidential Information only to its Affiliates, employees, contractors, lenders, and agents (“**Representatives**”) who have a need to know and are bound to protect the confidentiality of the information in a manner substantially equivalent to that required of the Receiving Party. The Receiving Party further acknowledges, and shall advise its Representatives who are informed as to the matters which are the subject of the Agreement, that federal and many state securities laws prohibit any person who has received an issuer’s material, nonpublic information from purchasing or selling securities of such issuer or from communicating such information to any other person.

12.3 **No Implied Rights.** Each Party’s Confidential Information shall remain the property of that Party. Nothing contained in this Section shall be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or by implication, any rights or license to the Confidential Information of the other Party.

12.4 **Compelled Disclosure.** If the Receiving Party becomes legally compelled to disclose any Confidential Information of the Disclosing Party in a manner not otherwise permitted by the Agreement, the Receiving Party shall provide the Disclosing Party with prompt notice of the request (unless legally precluded from doing so) so that the Disclosing Party may seek a protective order or other appropriate remedy. If a protective order or similar order is not obtained by the date by which the Receiving Party must comply with the request, or if the Disclosing Party has provided a written consent to the disclosure, the Receiving Party may furnish that portion of the Confidential Information that it determines it is legally required to furnish in the opinion of its counsel (which, for the purposes of the Agreement, includes the Receiving Party’s internal counsel). Notwithstanding anything to the contrary in the Agreement, the Receiving Party shall be permitted to disclose any Confidential Information of the Disclosing Party to the extent, in the opinion of Receiving Party’s counsel, such disclosure is required pursuant to any securities laws, regulations or rules regarding public disclosure of information.

12.5 **Return or Destruction.** Upon the Disclosing Party’s request, the Receiving Party shall return all materials (and any copies thereof) in any medium that contain, refer to, or relate to Confidential Information of the Disclosing Party or, at the Disclosing Party’s election, destroy them, provided however, that the Receiving Party may retain a copy of the Disclosing Party’s Confidential Information for legal archival purposes, which copy shall be maintained in accordance with the provisions of the Agreement. Receiving Party shall also not be required to return or destroy and may retain a copy of the Disclosing Party’s Confidential Information on any computer records or files containing the Confidential Information which have been created pursuant to automatic archiving or back-up procedures on secured central storage servers and which cannot reasonably be deleted, provided that all such archived or backed-up records shall continue to be treated as Confidential Information and shall be maintained in accordance with the provisions of the Agreement. Subject to the foregoing, at the Disclosing Party’s request, the Receiving Party shall certify in writing that it has returned or destroyed all copies of the Disclosing Party’s Confidential Information in the possession or control of the Receiving Party’s or any of its Affiliates or contractors.

12.6 **Feedback.** In the event Customer elects, in connection with any Services, to communicate to CyrusOne suggestions for improvements to the Services (“**Feedback**”), CyrusOne shall own all right, title, and interest in and to the same, even if Customer has designated the Feedback as confidential, and CyrusOne shall be entitled to use the Feedback without restriction.

13. **Insurance Requirements.** The Parties shall comply with their respective obligations in **Schedule 1 (Insurance Requirements)**.

14. **Force Majeure.** Except for payment obligations arising under the Agreement, neither Party shall be liable, nor shall any credit allowance or other remedy be provided, for any delay or failure of performance or equipment due to causes beyond its or its Affiliates’ (or its or their respective contractors’ and suppliers’) reasonable control, including but not limited to acts of God, fire, explosion, hurricane, acts or omissions of suppliers, flood or other catastrophe, any Applicable Law or request of any governmental entity, national emergency, terrorist activities, insurrections, riots, labor disputes, work stoppages or disruptive labor activities, global or natural disasters or like events (each, a “**Force Majeure Event**”).

15. **Assignment.** Without any obligation to obtain the consent of the other Party, either Party may assign the Agreement and all of its rights and obligations thereunder to its respective Affiliates or to an entity which is acquiring the applicable Facility or all or substantially all of such Party’s business or assets to which the Agreement relates; provided, that (a) any such assignee fully accepts, in writing, all the terms and conditions contained in these Master Terms and the applicable Agreement(s) and (b) in the event that Customer assigns the Agreement to a competitor of CyrusOne, CyrusOne may terminate the Agreement immediately upon written notice to Customer. Upon any such assignment by CyrusOne, CyrusOne hereby is released from all of its obligations under

the Agreement accruing on and after the effective date of any such assignment and such release is effective automatically and without further action required by the Parties. Additionally, CyrusOne may use its Affiliates and subcontractors of CyrusOne and its Affiliates to perform any of its obligations under the Agreement, and Customer hereby authorizes CyrusOne to provide such Persons access to the Designated Space and Customer Property as necessary to provide the Services. The Master Terms and each Agreement shall be binding upon and inure to the benefit of all successors and permitted transferees of the Parties, who shall be bound by all of the obligations of their predecessors or transferors. Except for the CyrusOne Indemnitees and the Customer Indemnitees and the respective successors and assigns of a Party: (y) no Person who is not a party to the Agreement shall have any rights under the Agreement; and (z) the Parties hereby agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any Person that is not a party to the Agreement. Notwithstanding anything contained herein, nothing shall prevent CyrusOne from pledging its rights under the Agreement as collateral for a loan or other financing arrangement and transfers related thereto shall not require the consent of Customer.

16. Notice. Except with respect to the reporting of Service performance issues and deficiencies, which will be addressed as set forth in the applicable Services Addendum, all notices to be given in connection with the Agreement shall be given in writing and shall be effective upon delivery. Notices may be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Notices shall be addressed, (i) with respect to Customer, to the address listed on the applicable Order Form or (ii) with respect to CyrusOne, to: CyrusOne, Attention: Corporate Secretary, 2101 Cedar Springs Road, Suite 900, Dallas, Texas 75201, with a copy (which shall not constitute notice) to Chief Financial Officer, same address; with an additional copy (which shall not constitute notice) to General Counsel, email: generalcounsel@CyrusOne.com. Each Party shall notify the other of any changes to its address for receiving notices.

17. Use of Names. Neither Party shall use the other Party's name or logo without such Party's prior written consent. The foregoing notwithstanding, Customer agrees that during the Term, CyrusOne shall have the right to use Customer's name and/or logo in its materials and communications, including in print and digital marketing, sales, financial, and public relations materials and on CyrusOne's website, and to publicly refer to Customer as a customer of CyrusOne. CyrusOne has the right to publish a press release announcing its relationship with Customer, which press release shall be subject to Customer's review and comment. CyrusOne reserves the right to provide any customer or potential customer bound by a nondisclosure agreement access to a list of CyrusOne's customers and a general description of Services purchased by such customers and Customer hereby consents to such disclosure except that financial terms relating to the purchase shall not be disclosed.

18. Waiver; Severability. Either Party may waive compliance by the other Party with any covenants or conditions contained in the Agreement only by written instrument signed by the Party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible to that intent which the Parties had or would have had, according to the spirit and purpose of the Agreement.

19. Arbitration; Governing Law. All disputes arising out of the Agreement, including with respect to the operation, construction, interpretation, or enforcement of the Agreement, shall be resolved pursuant to final, binding decision of an arbitration panel consisting of three (3) arbitrators and in accordance with the procedures for complex commercial arbitrations under the rules of the American Arbitration Association ("AAA"). The place of arbitration shall be Dallas, Texas and the language of the arbitration shall be English. Within thirty (30) days after the commencement of arbitration, each Party shall appoint a person to serve as an arbitrator. The Parties shall then appoint the presiding arbitrator within twenty (20) days after selection of the appointees by each Party. If any arbitrators are not selected within these time periods, the AAA shall, at the written request of any Party, complete the appointments that have not been made. The Agreement is governed by and construed in accordance with the internal substantive laws of the state of Texas without giving effect to any choice of law or other provision that would result in the application of the laws of any other jurisdiction. Application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The Parties hereby agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA). Except for any remedies identified as sole and exclusive remedies in the Agreement and subject to the limitations and exclusions set forth in **Section 10 (Limitation of Liability)**, the remedies in the Agreement are not exclusive, and a Party may pursue any and all other remedies that may be available at law or in equity, by statute or otherwise, individually or in any combination thereof. Nothing in this section shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending resolution of a dispute.

20. Relationship of the Parties. CyrusOne is an independent contractor and is not an employee, agent, partner, joint venture, or legal representative of Customer. Nothing in the Agreement is intended to, or shall, operate to create a partnership or joint venture of any kind between Customer and CyrusOne, nor authorize either Party to act as agent for the other. Neither Party has the authority to act in the name or on behalf of, or otherwise bind, the other Party in any way.

21. Non-solicitation. During the term of the Agreement, Customer shall not (and shall cause its Affiliates not to), directly or indirectly, for their own account, or for or on behalf of any other Person, whether as an officer, director, employee, partner, principal, joint venture, consultant, investor, shareholder, independent contractor or otherwise, hire or employ, or attempt to hire or employ, in any fashion (whether as an employee, independent contractor or otherwise), any employee or independent contractor of CyrusOne that it meets as a result of CyrusOne's provision of, or Customer's receipt of, the Services; and neither Customer nor its Affiliates shall solicit or induce, or attempt to solicit or induce or take away, any of CyrusOne's employees, consultants, clients, customers, vendors, suppliers, or independent contractors, or cause or attempt to cause any such persons to terminate their relationship with CyrusOne. This **Section 21 (Non-solicitation)** shall not: (a) restrict the right of Customer to solicit or recruit generally in the media; or (b) prohibit Customer from hiring an employee of CyrusOne who (i) responds to any advertisement or general solicitation, (ii) otherwise voluntarily applies for hire without having been initially solicited or recruited by the Customer, or (iii) is contacted by a recruiter for Customer where the recruiter has not been instructed by Customer to target the personnel of CyrusOne.

22. Electronically Transmitted Documents and Signatures. An electronic signature or a manual signature on the Agreement, the image of which (in either case) is transmitted electronically, shall constitute an original signature for all purposes and the Parties shall not dispute the legally binding nature, validity or enforceability of the Agreement based on the fact that the terms were accepted with any such electronic or manual signature. The delivery of the Agreement, including signature pages, may be transmitted or exchanged by the Parties by way of exchanging (a) signed originals, (b) facsimile transmission, (c) by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, including sending in portable document format (PDF) via email, or (d) any combination of any such means, and the Parties hereby adopt as original any such documents received. Delivery of such documents by facsimile transmission or by any other electronic means shall have the same effect as physical delivery of the paper document bearing the original signature. In addition, by signing below, the Parties consent during the Term to (x) enter into Order Forms, Service Addenda, and other documents with CyrusOne electronically, (y) use electronic signatures and records in connection with the Agreement, any amendment to the Agreement and any Order Form, Service Addenda, or other documents issued under the Agreement, and (z) except for notices required under **Section 16 (Notice)** of these Master Terms, to receive electronic mail and other electronic communication with respect to any document relating to or regarding the Agreement and the Services. The Parties may provide documents to each other electronically by emails that include attachments or embedded links.

23. Estoppel. Upon request of CyrusOne, Customer shall execute and deliver to CyrusOne, within fifteen (15) business days after receipt of the request, a written instrument, duly executed: (a) certifying that the Agreement has not been amended or modified and is in full force and effect or, if there has been a modification or amendment, that the Agreement is in full force and effect as modified or amended, and stating the modifications or amendments; (b) stating whether to the best knowledge of Customer, CyrusOne is in any default of the Agreement and, if so, stating the nature of the default; and (c) stating the Effective Date of the Agreement.

24. Counterparts; Complete Agreement; Signing Authority. The Agreement may be executed in one or more counterparts, each of which are deemed an original and all of which together constitute one and the same instrument, it being understood that the Parties need not sign the same counterpart. The Agreement sets forth the entire, final and exclusive agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties related to the subject matter therein. Neither the Agreement nor the use granted to Customer in the Agreement constitute a lease of any real property or grant to Customer any tenancy rights whatsoever in and to a Facility or Designated Space. The Agreement shall be deemed to have been written by both Parties and shall be construed fairly and reasonably and not more strictly against the drafting Party. The Agreement may only be amended by a writing executed by both Parties.

By the signatures of their duly authorized representatives below, CyrusOne and Customer, intending to be legally bound, agree to all of the provisions of these Master Terms as of the Effective Date.

CyrusOne LLC

Signature	Signature
Print Name	Print Name John B. Gould
Title	Title Executive Vice President, Sales

SAMPLE

Schedule 1

Insurance Requirements

1. Customer Insurance.

- (a) Customer agrees, at its sole expense, to obtain and maintain in effect at all times during the Term, the following insurance coverage in accordance with the terms and conditions and limits not less than those set forth herein:
- (i) Commercial General Liability in a form reasonably equivalent to the latest filed and approved ISO CG 0001 (including commercially acceptable endorsements) with limits as follows:
 - Each Occurrence: \$1,000,000
 - Damage to Rented Premises (each occurrence): \$1,000,000
 - Personal and Advertising Injury: \$1,000,000
 - General Aggregate: \$2,000,000
 - (ii) Commercial Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage.
 - (iii) Workers' Compensation and Employer's Liability to the extent required by the applicable state statutes in which the "property" is located. Employer's Liability with limits of \$1,000,000 each accident, \$1,000,000 each disease each employee and \$1,000,000 policy limit – Bodily Injury by disease.
 - (iv) Umbrella/Excess Coverage provided following the form of the above liability coverage with limits not less than \$5,000,000.
 - (v) "All risk" property insurance covering loss or damage to Customer Equipment and any leasehold improvements to the real property made on behalf of Customer in an amount not less than the full replacement cost of such property; including Business Interruption and Extra Expense coverage for any interruption of operations or relocation of equipment from the Facility.
- (b) Upon written request, Customer shall deliver to CyrusOne certificates of insurance which evidence the minimum levels of insurance set forth above. Failure to provide such Certificates of Insurance does not constitute a waiver by CyrusOne of these insurance requirements.
- (c) Commercial General Liability shall include CyrusOne and its respective Affiliates, officers, directors and employees (and any underlying property owner, where applicable) as an additional insured, via form CG2010.
- (d) Each policy shall: (i) be issued by insurance companies authorized to do business in the states in which the Colocation Space is located and shall have an A.M. Best Rating of A - XII or better or such equivalent credit rating issued by another recognized rating agency; (ii) provide that the insurance companies and any approved self-insured employer waive all rights of subrogation for such amounts against CyrusOne and its respective Affiliates, officers, directors and employees; (iii) provide not less than thirty (30) days' prior written notice of cancellation to any herein required policy; and (iv) be primary to any other insurance available to CyrusOne or any underlying property owner (where applicable).
- (e) Any deductibles or self-insured retentions are the sole responsibility of the named insured party.
- (f) Customer shall require any End User or contractor entering the Colocation Space on its behalf to procure and maintain the same types, amounts and coverage extensions as required by Customer herein.
- (g) Customer shall require any contractor entering the Colocation Space on its behalf to procure and maintain the same types, amounts and coverage extensions as required by Customer set forth above.

2. **CyrusOne Insurance.** CyrusOne agrees to obtain and maintain, directly or through its parent entity, the following insurance in effect at all times during the Term in accordance with the terms and conditions set forth herein:

- (i) Commercial General Liability in a form reasonably equivalent to the latest filed and approved ISO CG 0001 (including commercially acceptable endorsements) with limits of \$1,000,000 per occurrence and a minimum combined single aggregate limit of \$5,000,000. The liability limit may be obtained through a combination of primary excess or umbrella liability coverage.
- (ii) Workers' Compensation and Employer's Liability to the extent required by the applicable state statutes in which the "property" is located. Employer's Liability with limits of \$1,000,000 each accident, \$1,000,000 each disease each employee and \$1,000,000 policy limit – bodily injury by disease.
- (iii) Errors and Omissions Liability insurance in an amount not less than \$2,000,000 in the aggregate.

3. Waiver of Recovery and Subrogation. To ensure that the risk of loss normally insured against by each Party's insurance carrier remains the burden of the insurance carrier and cannot be shifted over to the other Party, CyrusOne and Customer have agreed to the following waiver of subrogation. CyrusOne and Customer release each other from all Claims and Losses of property and loss of business or revenues that are covered by the releasing Party's property insurance or that would have been covered by the required insurance if the releasing Party fails to maintain the property coverage required by this Agreement. The Party incurring the damage or loss will be responsible for any deductible or self-insured retention under its property insurance. CyrusOne and Customer will notify the issuing property insurance companies of the release set forth in this Section and will have the property insurance policies endorsed, if necessary, to prevent invalidation of coverage. **THE RELEASE IN THIS SECTION WILL APPLY EVEN IF THE LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.** For purposes of this Section, the term "Customer" shall include any subsidiary or Affiliate of Customer and any assignee of Customer.