

CONTRACTS

EQUINIX ANTENNA POLICY

January 15, 2018

This Equinix Antenna Policy (“Policy”) supplements and sets forth additional terms and conditions governing the use of Antenna by the Customer, as further described in the Order (“Antenna”). Any terms not defined herein will have the meaning given to them in the Order or the MCA.

1. Description of Products

For the purpose of connecting Customer’s Licensed Space to the device described in the Order, and subject to the provisions herein, Equinix hereby grants to Customer a license to use the area specified by Equinix (“Antenna Area”) to install and maintain the Antenna. The Antenna Area may include the roof, wall or antenna pad, tower or mast.

2. Customer Responsibilities

Customer will: (i) provide a Customer Requirements Document (“CRD”) acceptable to Equinix; (ii) unless completed by Equinix (e.g., mini- GPPS), provide, install and orient the Antenna, including providing all cables, cable connectors, approved lightning arrestor devices and any required weatherproof enclosures and signal conditioning equipment, except as otherwise agreed; (iii) order Cross-Connects between the Antenna and the Licensed Space or the designated cage inside the IBX Center as specified by Equinix; (iv) not permit its Antenna to interfere with any other equipment owned or operated by any other party, nor will Customer physically interfere with other Equinix customers or their equipment; (v) comply with all applicable federal, state and local laws and regulations related to Antenna operation as applicable and, in particular, all rules and regulations of the Federal Communications Commission in the United States, OFCOM in the UK, and the Bundesnetzagentur in Germany; (vi) for installations in the UK, not operate its Antenna as an essential part of any public telecommunications network.

Customer and its Authorized Persons will have the right to access the Antenna Area for the purpose of installing and maintaining the Antenna: (i) under the supervision of an Equinix employee billed at Smart Hands rates; (ii) upon twenty-four (24) hour prior notice to the Equinix Service Desk; (iii) at reasonable times during normal business hours; and (iv) subject to Equinix’s safety and accident prevention rules and policies, including any applicable local certifications and Equinix IBX Center Policies.

3. Miscellaneous

Unless otherwise agreed in writing, Customer acknowledges that Equinix will not undertake any development of the Antenna Area until Equinix receives all required landlord or governmental approvals and Equinix agrees to use its reasonable efforts to obtain these approvals at the Customer’s expense. Equinix may terminate an Order at any time if its right to use or access the Antenna Area is terminated or prohibited by the landlord or any governmental agency. Customer agrees to release and hold harmless Equinix from all liability related to any such termination or of its inability to exercise this right.

If special preparation of the Antenna Area is required, such as installation of an Antenna pad, then all preparation work performed by Equinix will be specified above as an Installation Charge. If Customer requests assistance for any other activity, it will be performed at Smart Hands rates or as otherwise agreed and the only obligation of Equinix would be to carry out the express instructions of Customer as accepted by Equinix.

Notwithstanding anything to the contrary, Equinix gives no warranty, expressed or implied, in relation to the Antenna Area, including that there will be no interference between the Customer’s Antenna or any other equipment. Customer agrees to indemnify, defend and hold harmless the Equinix Parties from and against any and all liability, costs, damage, loss or expenses (including reasonable attorneys’ fees and expenses), for third party claims for personal injury, loss of life or damage to tangible property arising out of Customer’s breach of this Policy and the Order, or arising from or relating to Customer’s installation, maintenance, servicing or repair of the Antenna, including but not limited to costs to repair resulting damage to the Antenna Area.