ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 **ARLINGTON, VIRGINIA 22201**

NOTICE OF CONTRACT AWARD

EQUINIX, LLC 1 LAGOON DR, 4TH FL DATE ISSUED:

04/15/2019

19-231-R

CURRENT REFERENCE NO:

REDWOOD CITY, CALIFORNIA 94065

CONTRACT TITLE:

ELECTRONIC COMMERCE & SUBSCRIPTION SVCS

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-231-R including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY **EXPIRES:** 06/09/2019 **RENEWALS:** NO RENEWALS COMMODITY CODE(S): 92066 LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 19-231-R EXHIBIT A - GSA CONTRACT NO. GS-35F-401BA

EMPLOYEES NOT TO BENEFIT: NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE **GENERAL PUBLIC.**

VENDOR CONTACT: TODD JEFFREY	VENDOR TEL. NO .:	<u>(203) 981-4660</u>
<u>EMAIL ADDRESS:</u> TJEFFERY@EQUINIX.COM		
<u>County contact:</u> Ishai trani (dts)	COUNTY TEL. NO .:	<u>(703) 228-3408</u>
<u>COUNTY CONTACT EMAIL</u> : ITRANI@ARLINGTONVA.US		

ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT SUITE 500, 2100 CLARENDON BOULEVARD ARLINGTON, VA 22201

RIDER AGREEMENT NO. 19-231-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Equinix LLC ("Contractor"), a Delaware foreign limited liability company with a place of business at One Lagoon Drive, Fourth Floor, Redwood City, California 94065, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, and Exhibit A, General Services Administration (GSA) Federal Supply Service Contract No. GS-35F-401BA with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by GSA and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with GSA, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase GSA wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. <u>CONTRACT TERM</u>

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than June 9, 2019 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if GSA renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices. However, if GSA does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the GSA contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. <u>PAYMENT</u>

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the

County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. <u>SCOPE OF WORK</u>

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide Electronic Commerce & Subscription Services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. <u>COUNTY PURCHASE ORDER REQUIREMENT</u>

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

B. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. <u>RELATION TO COUNTY</u>

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is

fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. <u>NOTICES</u>

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Todd Jeffrey Equinix 21731 Fillgree Court Ashburn, Virginia 20147

Contact Information for the Department (Department of Technology Services)

Ishai Trani, Project Officer Arlington County Government 2100 Clarendon Boulevard, Suite 600 Arlington, VA 22201

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent 2100 Clarendon Boulevard, Suite 500 Arlington, VA 22201 Attn: Lucas Alexander

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

- A. Contractor and County each agrees to purchase and maintain, the following insurance, at its expense, during the Term, with insurers having a minimum AM Best rating of A- VII or S&P rating of A: (i) Commercial General Liability or Public Liability Insurance with a limit of US\$2,000,000 per occurrence, US\$4,000,000 in the aggregate (or the local currency equivalent), provided these limits may be achieved through a combination of self-insured retentions, primary and excess policies and such insurance will include coverage for bodily injury and property damage; (ii) Workers' Compensation and Employer's Liability insurance where required by local statute; and (iii) Special Perils or All Risk Property Insurance on a replacement cost basis with limits adequate to cover the value of each Party's respective property and equipment. In addition, Contractor agrees to maintain Errors & Omissions insurance on a "claims made" basis with a limit of \$5,000,000 per occurrence and in the aggregate for the Term and two (2) years thereafter, provided that the coverage continues to be available on commercially reasonable terms.
- B. Contractor and County will, upon request, furnish the other Party with certificates of insurance that evidence the minimum levels of insurance set forth herein. Contractor will name the the County, and its officers, elected and appointed officials, employees, and agents as an additional insured and that their insurance is primary to the indemnification language in this agreement. Contractor waives its insurers' rights of subrogation on workers' compensation insurance referenced above. Contractor and County will endeavor to provide prior written notice to the other Party of any non-renewal or cancellation of the policies referenced above. Failure to maintain the insurance listed above does not limit nor change the responsibilities of the Parties. These insurance requirements do not serve to, and should not be construed to, limit the Parties' respective liabilities or obligations hereunder.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

EQUINIX LLC

AUTHORIZED SIGNATURE: Lucas Alexander

NAME: LUCAS ALEXANDER TITLE: PROCUREMENT OFFICER DATE: 04/15/2019

AUTHORIZED Marina francova SIGNATURE:

NAME: Marina Ivanova TITLE: <u>Sr. Federal Contracts Manager</u> DATE: <u>April 09, 2019</u>

EXHIBIT A



General Services Administration Federal Supply Service Authorized Federal Supply Schedule Price List

FSC Schedule: 70

General Purpose Commercial Information Technology Equipment, Software, and Services

Special Item Number: 132-8, 132-52, 70-500

Electronic Commerce and Subscription Services

Contract Number: GS-35F-401BA

Mod Number: PO-0020, Effective February 27, 2019

Contract Period: June 11, 2019 through June 10, 2024

EQUINIX

Equinix, Inc.

1 Lagoon Drive Redwood City, California 94065-1562 Phone: (650) 598-6000 / Fax: (650) 598-6900 www.equinix.com

Contractor's Administration Source: <u>cgarcia@equinix.com</u> Business Size: <u>Other than Small</u> DUNS: <u>045267338</u>

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <u>http://www.fss.gsa.gov</u>.

GSA AWARDED TERMS AND CONDITIONS EQUINIX, INC.

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

- SIN 132-8: Purchase of New Equipment SUBJECT TO COOPERATIVE PURCHASING
- SIN 132-52: Electronic Commerce and Subscription Services
- SIN 70-500: Order Level Materials (OLMs)

1b. **IDENTIFICATION OF THE LOWEST PRICED MODEL NUMBER AND LOWEST UNIT PRICE FOR THAT MODEL FOR EACH SPECIAL ITEM NUMBER AWARDED IN THE CONTRACT:**

Please see the pricelist below for details.

1c. IF THE CONTRACTOR IS PROPOSING HOURLY RATES, A DESCRIPTION OF ALL CORRESPONDING COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY AND EDUCATION FOR THOSE TYPES OF EMPLOYEES OR SUBCONTRACTORS WHO WILL PERFORM SERVICES SHALL BE PROVIDED. IF HOURLY RATES ARE NOT APPLICABLE, INDICATE NOT APPLICABLE FOR THIS ITEM:

Not Applicable.

2. **MAXIMUM ORDER*:** SIN 132-8 & 132-52: \$500,000 / SIN 70-500: \$100,000

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

- 3. **MINIMUM ORDER:** \$100.00
- 4. **GEOGRAPHIC COVERAGE:** Domestic Delivery Only
- 5. **POINT(S) OF PRODUCTION:** 1 Lagoon Drive, 4th Floor, Redwood City, CA 94065
- 6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached pricing table
- 7. **QUANTITY DISCOUNT(S):** Cabinets: 11+, 30%; Cross Cabinets: 16+, 30%; Smart Hands: 26-50, 40%; Smart Hands: 51-75, 50%; Smart Hands: 76+, 60%
- 8. **PROMPT PAYMENT TERMS:** 0%, Net 30 Days
- 9a. Government purchase cards *are accepted* at or below the micro-purchase threshold
- 9b. Government purchase cards *are not accepted* above the micro-purchase threshold
- 10. FOREIGN ITEMS: None
- 11a. **TIME OF DELIVERY:** 30 Days ARO
- 11b. **EXPEDITED DELIVERY:** As negotiated on the task order level
- 11c. URGENT REQUIREMENTS: As negotiated on the task order level

GS-35F-401BA

12. FOB POINT: Destination

13a. ORDERING ADDRESS:

Equinix, Inc. 1 Lagoon Drive Redwood City, CA 94065 Telephone: (650) 598-6000 Fax: (650) 598-6900

13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. **PAYMENT ADDRESS:**

Equinix, Inc. 4252 Solutions Center Chicago, IL 60677-4002 Telephone: (650) 598-6000 Fax: (650) 598-6900

- 15. WARRANTY PROVISION: Standard Manufacturer's Warranty applies
- 16. **EXPORT PACKING CHARGES:** N/A
- 17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** Accepted at and below the micro-purchase threshold
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: N/A
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A
- 23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. SPECIAL ATTRIBUITES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A
- 24b. Section 508 Compliance for EIT: N/A
- 25. **DUNS NUMBER:** 045267338
- 26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Active; Cage Code 3EWZ3

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

1. MATERIAL ANDWORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self- installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Please contact Equinix for hardware support.

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: <u>Defective hardware equipment inspection will be performed at the Equinix location of installation.</u>

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA).

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below: Not Applicable.

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

15. ELECTRONIC COMMERCE SERVICE PLAN

- (a) Describe the electronic service plan and eligibility requirements: Please see pricelist for details.
- (b) Describe charges, if any, for additional usage guidelines: Please see pricelist for details.
- (c) Describe corporate volume discounts and eligibility requirements (if any): Not applicable.

EQUINIX, INC.'S AUTHORIZED AGENTS

Equinix LLC

One Lagoon Drive Redwood City, CA 94065 Phone: (877) 703-4815

Equinix Government Solutions, LLC.

50 NE 9th Street Miami, FL 33132 Phone: (305) 961-3716

INTRODUCTION TO EQUINIX, INC.

Equinix, Inc. connects more than 9,800 companies directly to their customers and partners across the world's most interconnected data center and interconnection platform. Platform Equinix® combines a global footprint of state-of-theart International Business ExchangeTM (IBX®) data centers, a variety of interconnection solutions, unique business and digital ecosystems and expert support. Today, businesses leverage the Equinix interconnection platform in 52 strategic markets across the Americas, Asia-Pacific, and Europe, the Middle East and Africa ("EMEA"). Equinix operates as a real estate investment trust for federal income tax purposes ("REIT").

Platform EquinixTM combines a global footprint of state-of-the-art International Business Exchange[™] (IBX®) data centers, a variety of interconnection solutions, unique ecosystems and expert support. Together, these components accelerate business growth and opportunity for Equinix's customers by securing their infrastructure and applications closer to their people, clouds, locations and data. This enables customers to improve performance with cost-effective and scalable interconnections, work with vendors to deploy new technologies, such as cloud computing, and collaborate with the widest variety of partners and customers to achieve their ambitions.

Equinix's platform offers these unique value propositions to customers:

- Global Data Centers
 - A broad footprint of 200 IBX data centers in 52 metros on 5 continents, 21 million+ gross square feet globally.
 - More than \$17 billion of capital invested in capacity, new markets and acquisitions since 1998.
 - Equinix delivered uptime of 99.9999% across its footprint in 2018.
- Interconnection
 - More than 1,800+ networks and approximately 330,000+ cross connects in Equinix sites.
 - Equinix provides less than 10 milliseconds latency to the majority of the global markets in North America, Europe, Latin America and Asia-Pacific.
 - Equinix enables its customers to leverage an Interconnection Oriented ArchitectureTM (IOATM) strategy
 — a proven and repeatable engagement model that both enterprises and service providers can leverage
 to directly and securely connect people, locations, clouds and data by deploying IT infrastructures on
 Platform EquinixTM.
- Partners, Customers and Prospects
 - Equinix sites house a blue-chip customer base of 9,800+ global businesses.
 - These customers represent a who's who of network, digital media, financial services, cloud/IT and enterprise leaders.
- Opportunity
 - Equinix data centers contain a dynamic marketplace for communications services, interconnecting businesses, networks, carriers and content providers to potential suppliers, customers and partners.
 - More than 9,800+ potential partners to deploy world-class solutions.

Property	Building Address	City	State/Region	Zip				
	UNITED STATES							
	NATIONAL CAPITAL REGION/WASHINGTON DC							
CU1	18155 Technology Drive, Building A	Culpeper	VA	22701				
CU2	18155 Technology Drive, Building B	Culpeper	VA	22701				
CU3	18155 Technology Drive, Building C	Culpeper	VA	22701				
CU4	18155 Technology Drive, Building D	Culpeper	VA	22701				
CU6	18155 Technology Drive, Building TBD	Culpeper	VA	22701				
DC1	21711 Filigree Court	Ashburn	VA	20147				

Equinix currently maintains IBX® datacenter facilities within the following markets globally:

DC2	21715 Ellisses Count	Ashburn	37.4	20147
DC2 DC3	21715 Filigree Court 44470 Chillum	Ashburn	VA VA	20147
DC3 DC4		Ashburn	VA	20147
DC4 DC5	21691 Filigree 21701 Filigree Court	Ashburn	VA VA	20147
DC5		4	VA	20147
DC6/11 DC7	21721 Filigree Court	Ashburn Vienna	VA VA	
	7990 Science Applications Court			22182
DC10	21551 Beaumeade Circle	Ashburn	VA	20147
DC12	44790 Performance Circle	Ashburn	VA	20147
DC13	21830 UUNET Way	Ashburn	VA	20147
DC14	7400 Infantry Ridge Rd	Manassas	VA	20109
DC97	460 Springpark Place	Herndon	VA	20170
A TT1	180 Peachtree	TLANTA	<u>C</u> A	20202
AT1		Atlanta	GA	30303
AT4	450 Interstate North Parkway	Atlanta	GA	30339
AT5	2836 Peterson Place NW	Norcross	GA	30071
DO2		OSTON		1021
BO2	41 Alexander Road	Billerica	MA	1821
QUI	1	HICAGO		(0(1)
CH1	350 East Cermak Road 5 th Floor	Chicago	IL	60616
CH2	350 East Cermak Road 6 th Floor	Chicago	IL	60616
CH3	1905 Lunt Ave	Elk Grove Village	IL	60007
CH4	350 East Cermak Road 8 th Floor	Chicago	IL	60616
CH7	111 Plaza Drive	Westmont	IL	60559
	r	ALLAS		r
DA1	1950 N Stemmons Frwy Suite 1034	Dallas	TX	75207
DA2	1950 N Stemmons Frwy Suite 2027	Dallas	TX	75207
DA3	1950 N Stemmons Frwy Suites 1039A & 2048	Dallas	TX	75207
DA4	2323 Bryan Street Suite 1400	Dallas	TX	75201
DA6	1950 North Stemmons Freeway Suites 2049 & 3050	Dallas	TX	75207
DA7	6653 Pinecrest Drive	Plano	TX	75024
DA9	2222 East Grauwyler Road	Irving	TX	75061
	D	ENVER		
DE1	9706 East Easter Avenue Suite 160	Englewood	СО	80112
DE2	335 Inverness Drive	South Englewood	СО	80112
	НС	DUSTON		- -
HO1	1515 Aldine Meadows Road	Houston	TX	77032
	LOS	ANGELES		
LA1	600 West 7th Street 6th and 7th Floors	Los Angeles	CA	90017
LA2	818 W 7th Street 6 th Floor	Los Angeles	CA	90017
LA3	1920 East Maple Avenue	El Segundo	СА	90245

LA4	445 N Douglas Street	El Segundo	CA	90245
LA7	1501 Francisco Street	Torrance	CA	90501
		MIAMI		
MI1	50 NE 9 th Street	Miami	FL	33132
MI2	36 NE 2nd Street	Miami	FL	33132
MI3	4680 Conference Way South Suite 150	Boca Raton	FL	33431
MI6	1525 NW 98 th Court	Doral	FL	33172
	NEW YO	RK/NEW JERSEY		-
NY1	165 Halsey Street 8 th	Newark	NJ	7102
NY2	275 Hartz Way	Secaucus	NJ	7094
NY4	755 Secaucus Road	Secaucus	NJ	7094
NY5	800 Secaucus Road	Secaucus	NJ	7094
NY6	105 Enterprise Avenue South	Secaucus	NJ	7094
NY7	5851 West Side Avenue	North Bergen	NJ	7047
NY8	60 Hudson Street Suite 1602	New York	NY	10011
NY9	111 8th Avenue	New York	NY	10011
NY11	1400 Federal Boulevard	Carteret	NY	7008
NY13	401 Fieldcrest Drive	Elmsford	NY	10523
	PHII	LADELPHIA		
PH1	401 North Broad Street Suite 990	Philadelphia	PA	19108
	S	SEATTLE		
SE2	2001 Sixth Ave. The Westin Building, Suite 1202	Seattle	WA	98121
SE3	2020 Fifth Ave. 5/F, 6/F, 7/F, 8/F	Seattle	WA	98121
SE4	6906 South 204th Street	Kent	WA	98032
	SILIC	CON VALLEY		
SV1	11 Great Oaks Boulevard	San Jose	CA	95119
SV2	1350 Duane Ave	Santa Clara	CA	95054
SV3	1735 Lundy Ave	San Jose	CA	95131
SV4	255 Caspian Drive	Sunnyvale	CA	94089
SV5	9 Great Oaks Boulevard	San Jose	CA	95119
SV6	444 Toyoma Drive	Sunnyvale	CA	94089
SV8	529 Bryant Street	Palo Alto	CA	94301
SV10	7 Great Oaks Boulevard	San Jose	CA	95119
SV13	2030 Fortune Drive Suite 130	San Jose	CA	95131
SV14	2960 Corvin Drive, Pod D	Santa Clara	CA	95051
SV15	2970 Corvin Drive, Pod C	Santa Clara	CA	95051
SV16	3000 Corvin Drive, Pod B	Santa Clara	CA	95051
SV17	3030 Corvin Drive, Pod A	Santa Clara	СА	95051
		CANADA		
	Т	ORONTO		
TR1	151 Front Street West, 3rd, 5th, 6th, 7th Floors	Toronto	Ontario	M5J 2N1, Canad
S-35F-4		· ·	D	σe 11

TR2	45 Parliament Street	Toronto	Ontario	M5A 0G7, Canada
	SOUT	H AMERICA		
	RIO DE JA	NIERO, BRAZIL		
RJ1	Rua Voluntários da Pátria, 360 Botafogo	Rio De Janiero	Brazil	CEP: 22.270-010
RJ2	Estrada Adhemar Bebiano, 1380 Del Castilho	Rio de Janeiro	Brazil	CEP: 21051-070
	SAO PA	ULO, BRAZIL		
SP1	Rua Dr. Miguel Couto, 58 - Centro	Sao Paulo	Brazil	CEP: 01008-010
SP2	Al. Araguaia 3641 - Tamboré Barueri	Sao Paulo	Brazil	CEP: 06455-000
SP3	Avenida Marcos Penteado de Ulhoa Rodrigues, 249 Santana de Parnaiba	Sao Paulo	Brazil	CEP: 06543-001
SP4	Avenida Ceci, 1900, Tamboré Barueri	Sao Paulo	Brazil	CEP: 06460-120
	BOGOT	A, COLOMBIA		
BG1	Carrera 106 15A- 25, Manzana 6 Lote 27	Zona Franca de Bogota	Columbia	CP 11092
	THE NE	THERLANDS		
	AMS	STERDAM		
AM1	Luttenbergweg 4	Amsterdam	Netherlands	1101 EC
AM2	Luttenbergweg 4	Amsterdam	Netherlands	1101 EC
AM3	Science Park 610	Amsterdam	Netherlands	1098 XH
AM4	Science Park 610	Amsterdam	Netherlands	1098 XH
AM5	Schepenbergweg 42	Amsterdam	Netherlands	105 AT
AM6	Amstel Business Park Campus Duivendrechtsekade 80A	Amsterdam	Netherlands	1096 AH
AM7	Kuiperbergweg 13	Amsterdam	Netherlands	1101 AE
AM8	Gyroscoopweg 2E-F	Amsterdam	Netherlands	1042 AM
	Z	WOLLE		
ZW1	Telfordstraat 3	Zwolle	Netherlands	8013 RL
	EN	SCHEDE		
EN1	Auke Vleerstraat 1	Enschede	Netherlands	7521 PE
	GE	ERMANY		
	DUS	SELDORF		
DU1	Albertstrasse 27	Düsseldorf	Germany	40233
	FRA	ANKFURT		
FR1	Taubenstrasse 7 – 9	Frankfurt am Main	Germany	60313
FR2	Kruppstrasse 121-127	Frankfurt	Germany	60388
FR4	Lärchenstrasse 110	Frankfurt-Griesheim	Germany	65933
FR5	Kleyerstrasse 90	Frankfurt	Germany	60326
FR6	LÌ_rchenstrasse 110	Frankfurt	Germany	60326
FR7	Gutleutstrasse 310	Frankfurt	Germany	60327
	M	IUNICH		
MU1	Seidlstrasse 3	München	Germany	80335
MU3	Seidlstrasse 3	München	Germany	80335

	FN	NLAND		
HE1	Hiomotie 32, 380	Helsinki	Finland	
HE3	Parrukatu 2, 570	Helsinki	Finland	
HE4	Myllynkivenkuja 4B, 1620	Vantaa	Finland	
HE5	Sahamyllyntie 4B, 560	Helsinki	Finland	
HE6	SinimÌ_entie 12, 2630	Espoo	Finland	
	•	FRANCE	••	
PA1	Paris Nord 2, 167 Rue de la Belle Etoile	Roissy	France	95948
PA2	114 Rue Ambroise Croizat	Saint Denis	France	93200
PA3	114 Rue Ambroise Croizat	Saint Denis	France	93200
PA4	110 Bis avenue du General Leclerc	Pantin	France	93500
PA5	45 avenue Victor Hugo - Building 254 Zone EMGP - rue du Mimosa	Aubervilliers	France	93300
PA6	10 rue Waldeck Rochet Building 520	Aubervilliers	France	93300
D / 7	130 Boulevard de Verdun Energy Park.			00400
PA7	Building 9	Courbevoie	France	92400
	IRI	ELAND	••	
DB1	Unit 4027 Kingswood Road Citywest Business Campus	Dublin	Ireland	24
DB2	Unit 7, Kilcarbery Park, New Nangor Road	Dublin	Ireland	22
DB3	Unit 2 Northwest Business Park Ballycoolin	Dublin	Ireland	15
DB4	Unit 14 Northwest Business Park Ballycoolin	Dublin	Ireland	15
	ľ	TALY		
ML2	Via Savona, 12520144	Milano (MI)	Italy	
ML3	Via Francesco Sforza, 13	Basiglio (MI)	Italy	20080
ML4	Via Privata Cascia, 5	Milan (MI)	Italy	20128
		SWITZERLAND		
		GENEVA		
GV1	6 Rue de la Confederation	Geneva	Switzerland	CH-1204
GV2	48, Route du Bois-des-Frères	Le Lignon	Switzerland	1219
	Z	URICH		
ZH2	Josefstrasse 225	Zurich	Switzerland	8005
ZH4	Josefstrasse 225	Zurich	Switzerland	8005
ZH5	Allmendstrasse 13 Oberengstringen	Zurich	Switzerland	8102
	UNITEI	O KINGDOM		
LD3	Unit 11 Matrix, Park Royal	London	United Kingdom	NW10 7PH
LD4	2 Buckingham Avenue, Slough Trading Estate	Slough, Berkshire	United Kingdom	SL1 4NB
LD5	8 Buckingham Avenue, Slough Trading Estate	Slough, Berkshire	United Kingdom	SL1 4AX
LD6	352 Buckingham Avenue Slough Trading Estate	Slough, Berkshire	United Kingdom	SL1 4PF
LD8	6/7/8/9 Harbour Exchange Square	London	United Kingdom	E14 9GE
LD9	Unit 2 Powergate Business Park Volt Avenue	London	United Kingdom	NW10 6PW
/		Longon	guoin	

MA1	Unit 3 Williams House Manchester Science Park Lloyd Street North	Manchester	United Kingdom	M15 6SE
MA2	Reynolds House Manchester Technopark4 Archway	Manchester	United Kingdom	M15 5RN
MA3	Joule House 76 Trafford Wharf Road Trafford Park	Manchester	United Kingdom	M17 1HE
MA4	Unit 4 Synergy House Manchester Science Park Guildhall Close	Manchester	United Kingdom	M15 6SY
	ОТН	ER EMEA		
AD1	Khazna Datacentre Masdar City	Abu Dhabi	United Arab Emirates	500389
DX1	Dubai Production City Sheikh Mohammed Bin Zayed Rd	Dubai	United Arab Emirates	500389
DX2	Khazna Datacentre, Meydan, Nad Al Sheba 1	Dubai	United Arab Emirates	
IL1	Otak̤€±lar Cad. No: 78, Kat:4, Flat Ofis EyÌ_p	Istanbul	Turkey	
IL2	Dudullu OSB 3. Cd No:4 Y.Dudullu Mah. 34775 Umraniye	Istanbul	Turkey	
LS1	Avenida Severiano Falcao, 14 Prior Velho	Lisbon	Portugal	2685-378
BA1	Calle Acero, 30-32	Barcelona	Spain	8038
SA1	Avenida Montes Sierra, 36	Seville	Spain	41007
SK1	MariehÌ_llsvÌ_gen 36	168 65 Bromma	Sweden	
SK2	KvastvÌ_gen	25-29128 62 SkÌ_ndal Stockholm	Sweden	
SK3	Finspl´ngsgatan 48	16353 SpÌ'nga	Sweden	
SO1	10 "5030" Str., Druzhba-1 district	1592 Sofia	Bulgaria	
WA1	Aleje Jerozolimskie 65/79	00-697 Warsaw	Poland	
WA2	Poleczki 23 street	Warsaw	Poland	
	AUS	STRALIA		
SY1	Unit B, 639 Gardeners Road	Mascot, Sydney	Australia	NSW 2020
SY2	Unit C, 639 Gardeners Road	Mascot, Sydney	Australia	NSW 2020
SY3	47 Bourke Road	Alexandria, Sydney	Australia	NSW 2015
SY4	200 Bourke Road	Alexandria, Sydney	Australia	NSW 2015
SY6	Silverwater	Silverwater, Sydney	Australia	
SY7	Unanderra	Unanderra, Syndey	Australia	
SY8	Rosebery	Rosebery, Sydney	Australia	
ME1	578 Lorimer Street	Port Melbourne	Australia	Victoria 3207
ME4	Derrimut, VIC	Melbourne	Australia	
ME5	West Melbourne, VIC	Melbourne	Australia	
PE1	East Perth	Perth	Australia	
PE2	Shenton Park	Perth	Australia	
	C	CHINA		
	HON	IG KONG		
HK1	17/F Global Gateway, 168 Yeung Uk Road	Tsuen Wan, N.T.	Hong Kong	

HK2	Kerry Warehouse, 3 Shing Yiu Street	Tsuen Wan, Kowloon	Hong Kong	
HK3	1 Wang Wo Tsai Street	Tsuen Wan, N.T	Hong Kong	
HK5	Tower 2, 299 Wan Po Road	Tseung Kwan O, Kowloon	Hong Kong	
	J	APAN		•
TY1	TRC - C Building B Block, Ota-Ku	Tokyo	Japan	132-0006
TY2	3-8-21 Higashi Shinagawa, Shinagawa-ku	Tokyo	Japan	140-0002
TY3	1-9-20, Edagawa, Koto-ku	Tokyo	Japan	135-0051
TY4	North Tower, tematchi Financial City temachi, 1-9-5, Chiyoda-ku	Tokyo	Japan	100-0004
TY5	1-10-19, Edagawa, Koto-ku	Tokyo	Japan	135-0051
TY6	2-2-43, Higashi-shinagawa, Shinagawa-ku	Tokyo	Japan	140-0002
TY7	2-2-43, Higashi-shinagawa, Shinagawa-ku	Tokyo	Japan	140-0002
TY8	2-1-7, Higashi-shinagawa, Shinagawa-ku	Tokyo	Japan	140-0002
TY9	1-12-3, Suido, Bunkyo-ku	Tokyo	Japan	112-0005
TY10	1-12-3, Suido, Bunkyo-ku	Tokyo	Japan	112-0005
OS1	Nishi Shinsaibashi Building 1-26-1 Shinmachi Nishi-ku	Osaka City	Japan	550-0013
	SIN	GAPORE		•
SG1	20 Ayer Rajah Crescent	Ayer Rajah Industrial Park	Singapore	139964
SG2	15 Pioneer Walk		Singapore	627753
SG3	26A Ayer Rajah Crescent		Singapore	139963
	IND	OONESIA		
JK1	Cibitung Industrial Estate	Jakarta	Indonesia	17520

Products, Services, and Capabilities Overview:

Equinix is the leading provider of global datacenter services. Equinix's International Business ExchangeTM (IBX®) datacenters offer our Government clients a secure, highly-reliable facility to house their most critical operational platforms. Every day, without fail, and without compromise, the people who control the world's most valued information assets, place their trust in Equinix, leveraging our insight, expertise, and world-class services to connect their vital systems and protect their information.

Below is a summary of all currently available Equinix products and services:

Colocation Services

Our IBX data centers provide our customers with secure, reliable and robust environments that are necessary to aggregate and distribute information globally. Our IBX data centers include multiple layers of physical security, scalable cabinet space availability, on-site trained staff (24x7x365), dedicated areas for customer care and equipment staging, redundant AC/DC power systems and other redundant and fault-tolerant infrastructure systems. Some specifications of offerings provided by individual IBX data centers may differ based on original facility design or market.

Within our IBX data centers, customers can deploy their equipment and interconnect with a choice of networks, cloud SaaS providers or other business partners. We also provide customized solutions for customers looking to package our IBX offerings as part of their complex solutions. Our colocation offerings include:

Cabinets. Our customers have several choices for colocating their networking, server and storage equipment. They can place the equipment in one of our shared or private cages or customize their space. In certain select markets, customers can purchase their own private "suite" which is walled off from the rest of the data center. As customers' colocation requirements increase, they can expand within their original cage (or suite) or upgrade into a cage that meets their expanded requirements. Customers buy the hardware they place in our IBX data centers directly from their chosen vendors.

Power. Power is an element of increasing importance in customers' colocation decisions. We offer both AC and DC power circuits at various amperages and phases customized to a customer's individual power requirements.

IBXflex[®]. IBXflex allows customers to deploy mission-critical operations personnel and equipment on-site at our IBX data centers. Because of the proximity to their infrastructure within our IBX data centers, IBXflex customers can offer a faster response and quicker troubleshooting solution than those available in traditional colocation facilities. This space can also be used as a secure disaster recovery point for customers' business and operations personnel.

*IBX SmartView*TM. Equinix IBX SmartViewTM offers application programming interface (API) -based DCIM that provides real-time access to environmental and operating information within an Equinix IBX footprint, as if those cages were all on site with the customer. IBX SmartView helps its customers consistently maintain their IBX operations and deployments with alerts and notifications, while enhancing long-term planning with customizable reports.

IBX® Standards and Compliance – Equinix is committed to operating facilities that meet the rigorous standards and compliance requirements of government organizations and global businesses. Equinix works with several regulatory and standards organizations to ensure compliance to multiple standards including operation of the data center to sustainability and environmental regulations. Any attestations of Equinix compliance are made as of this writing, and may not extend to recent acquisitions.

- SSAE16 SOC 1 Type II and SOC2 Type II Compliance The SSAE16 audit minimizes the need for multiple sets of auditors to separately examine the same set of controls that govern a third party's services. Equinix has substantially completed its SSAE16 Type II for Equinix IBX® data centers across the United States.
- NIST 800-53/FISMA Equinix has received FISMA/NIST Revision (4) High Categorization compliance in all US data centers.
- PCI DSS All US IBX data centers are now PCI DSS v3.2 compliant.
- HIPAA All US IBX data centers are HIPAA compliant.
- **ISO Certification** –Several Equinix IBX® data centers across the Americas, Europe and Asia have received ISO 27001 certification. Equinix has received ISO-9001 certification for all of its European data center locations.
- LEED Certification Several IBX® data centers in the United States have received LEED certification.

Interconnection Solutions

Our interconnection solutions are evolving to enable high-performance, secure, scalable, reliable and cost-effective interconnection and traffic exchange between Equinix customers across our global platform. These interconnection solutions are either on a one-to-one basis with direct cross connects or on a one-to-many basis through our ECX Fabric or other exchange solutions. In the peering community, we play an important industry leadership role by acting as the relationship broker between parties who would like to interconnect within our IBX data centers or between regionally distributed IBX data centers. Our staff holds or has held significant positions in many leading industry groups, such as the North American Network Operators' Group (NANOG) and the Internet Engineering Task Force (IETF). Members of our staff have published industry-recognized white papers and strategy documents in the areas of peering and interconnection, many of which are used by other institutions worldwide in furthering the education and promotion of this important set of solutions.

Our current interconnection solutions are comprised of the following:

Physical Cross Connect/Direct Interconnections. Customers needing to directly and privately connect to another IBX data center customer can do so through single or multi-mode fiber. These cross connections are the physical link between customers and can be implemented within 24 hours of request.

Equinix Internet Exchange[™]. Customers may choose to connect to and peer through the central switching fabric of our Equinix Internet Exchange, rather than purchase a direct physical cross connection. With a connection to this switch, a customer can aggregate multiple interconnects over one physical connection with multiple, linked 100-gigabit ports of capacity, instead of purchasing individual physical cross connects.

Equinix Metro Connect. Customers who are located in one IBX data center may need to interconnect with networks or other customers located in an adjacent or nearby IBX data center in the same metro area. Metro Connect allows customers to seamlessly interconnect between IBX data centers at capacities up to 100 Gigabits per second.

Internet Connectivity. Customers who are installing equipment in our IBX data centers generally require IP connectivity or bandwidth access. Although many large customers prefer to contract directly with carriers, we offer customers the ability to contract for IP connectivity and bandwidth access through us from any of the major bandwidth providers in that data center. This bandwidth access is targeted to customers who require a single bill and a single point of support through Equinix for the entire contract for their bandwidth needs.

Equinix Cloud Exchange Fabric[™] *(ECX Fabric*[™]). The ECX Fabric directly and securely connects distributed infrastructure and digital ecosystems on Platform Equinix via global, software-defined interconnection. It enables businesses to customize their connectivity to partners, customers and suppliers through an interface that provides all the benefits companies have come to expect from "as-a-service" models. This includes real-time provisioning via a portal or API, pay-as-you-go billing increments and the removal of friction in establishing elastic connectivity between metros. The ECX Fabric is designed for scalability, agility and virtualized connectivity. Through a single port, Equinix customers can discover and reach anyone on demand, locally or across metros.

The new ECX Fabric capabilities are now available in the Americas, EMEA and APAC regions, including Amsterdam, Atlanta, Chicago, Dallas, Denver, Dublin, Düsseldorf, Frankfurt, Geneva, Helsinki, Hong Kong, London, Los Angeles, Manchester, Melbourne, Miami, Milan, Munich, New York, Osaka, Paris, São Paulo, Seattle, Silicon Valley, Singapore, Stockholm, Sydney, Tokyo, Toronto, Washington, D.C. and Zurich.

Platform Services

Our platform services offer the expertise and tools to help companies create and grow as digital businesses. Our experienced professionals are supporting leading global companies in their digital transformation projects and know which strategies, systems, and IT services and architectures best support business goals in a variety of industries, leveraging existing and emerging technologies.

*Equinix SmartKey*TM. SmartKey is a global SaaS-based, secure key management and cryptography service offered on cloud-neutral Platform Equinix. It provides a secure encryption key service that simplifies data and applications access management across on-premises and hybrid/multicloud infrastructures, whether they are inside or outside of an Equinix IBX data center.

Cloud Consulting Services. Many companies are migrating to a hybrid or multicloud environment as the cloud's cost advantages and flexibility are critical in an era of rising electronic collaboration and user expectations. Equinix's Professional Services for Cloud are designed to facilitate cloud migration with a detailed assessment, design and implementation process that gives customers a faster, smoother path to the cloud. The 2,900 cloud and IT service providers GS-35F-401BA Page 17

and 1,800 network service providers within Equinix's network help our experts tailor cloud deployments to individual business needs and maximize their cloud performance, savings and security while ensuring future resilience and agility.

Network and IOA Transformation Services. While digital transformation creates new revenue streams, it also creates congestion and performance issues for an organization's legacy network. The growth in data, applications and locations that must be served by a digital enterprise, plus the reduction in latency required by real-time applications, all put stress on legacy IT infrastructure. Equinix's Professional Services for network and IOA transformation helps companies plan and build their future network and infrastructure architectures and get ready to tackle the challenges of digital business today and tomorrow.

Global Solutions Architects

Equinix Global Solutions Architects (GSAs) are committed to helping companies deploy their IT infrastructures in ways that best serve their business needs and fully exploit the advantages offered by Equinix's global interconnection platform. Equinix's GSAs have decades of combined experience in cloud deployments, facility operations, business analytics and network design and operations. They work as extensions of our customers' IT and technology teams, helping to efficiently deploy high-performance solutions, advising them on service provider choices, and designing IT architectures.

Solution Validation Centers

Solution Validation Centers (SVCs) allow customers to test and fine-tune their IT infrastructure, network, cloud and data center rollouts in a real-world environment before full build-out and deployment. Customers can measure how their applications perform when they move off legacy systems, spot and address unforeseen technical barriers, and optimize various infrastructure components, network connections and applications. Our SVCs operate in 18 strategic markets globally, helping companies reduce risk and maximize their IT investments.

Smart Hands ServicesTM

The Equinix Smart Hands service enables customers to use our highly trained IBX data center personnel to act as their hands (or eyes and ears) when their own staff can't be on-site. Smart Hands technicians offer a range of services, from routine equipment inventory and labeling to more complex installations and configuring. Smart Hands technicians also provide technical assistance and troubleshooting services.

Equinix Customer Portal

The Equinix Customer Portal offers all-day, every day access to our customer care personnel, so customers can report problems, schedule shipments or order Smart Hands services at any time of the day or night. Equinix conducts a significant portion of its transactions with its customers via this portal.

Business Continuity Trading Rooms

Trading infrastructure is mission-critical for financial firms worldwide, and our Business Continuity Trading Rooms (BCTRs) ensure that trading doesn't stop, even if primary operations are knocked off-line or disabled. A BCTR backs up our customers' trading operations in one of our secure data center facilities, right down to telephone services and multiple desktop monitors. BCTR offerings are protected with backup generators and uninterruptible power supply to guarantee reliability and deliver peace of mind.

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GSA Pricelist Definitions

Private Cage Space - A private, secure area where the customer may install cabinets to hold their equipment, surrounded by cage mesh or hard walls on all four sides with a locking door. Includes optional Equinix-provided cabinets – closed or open, with or without side panels. A demarcation point for all interconnection products. Ladder racking between the demarcation point and the first cabinet position. The right to install a reasonable number of power sockets. The right to draw power up to a contracted Draw Cap.

Secure Cabinet Space - A single lockable cabinet in either open or closed (by cage mesh) space shared by more than one occupant. Cabinets are preconfigured with rails, grounding studs, panel cut-outs at top for fans (sold separately), and shelves. The right to install a reasonable number of power sockets. The right to draw power up to a contracted Draw Cap.

Private Cage Installation -The Private Cage NRC is charged at the cage level at time of initial cage installation and is determined by multiplying the CabE size of the cage by the cabinet NRC price. This NRC includes standard height cage walls, one locking door, standard Equinix cabinets, a demarcation rack with up to two patch panels, ladder rack and fiber raceway between the first cabinet position and the demarcation rack and the labor to install all of this. A non-recurring charge (NRC) is charged per power circuit installed or deinstalled or when a cabinet is removed or replaced.

A cabinet equivalent/CabE is equal to the total Private Cage space required to support one standard, Equinix cabinet).

Secure Cabinet Installation - Non-recurring charge (NRC) to install one cabinet.

Expedite fee - Cabinet - Customer requests and Equinix approves an expedited date of installation of the cabinet item(s) that is before the Equinix-assigned completion commit date. The customer must request an Expedite and specify each line item to be expedited. Customers are charged a fee for every expedited item.

Expedite fee - Private Cage - Customer requests and Equinix approves an expedited date of installation of the cage item(s) that is before the Equinix-assigned completion commit date. The customer must request an Expedite and specify each line item to be expedited. Customers are charged a fee for every expedited item.

Deinstall fee - Cabinet OR Cross Connect OR Power Circuit - A deinstallation fee will apply when deinstalling each Cabinet or Cross Connect or Power Circuit during term of contract.

GSA Pricelist

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SIN	Secure Cabinet and Private Cage with kVA- Based Power								
	Secure Cabinet and			Band 1	Band 2	Band 3	Band 4	Band 5	Band 6
Private Cage - Space Property			CH1, CH2, CH4, SV1, SV8	DA1, DA2, DA3, DC1, DC2, LA1, MI1, NY4	CU1, CU2, CU3, CU4, DA4, DA6, DC6, PH1, SE3	DC4, DC5, DC11, DE2, NY5, SV5	CH3, CH7, DC3, HO1, MI6, SV4, SV14, SV15, SV15, SV16, SV17	AT1, BO2, DA7, NY7, LA4, SE4	
		Density	UOM			MR	С		
132-52	Private Cage	2-8kva	\$/kva	\$401.76	\$332.49	\$277.08	\$235.52	\$180.10	\$152.39
132-52	Secure Cabinet	up to 2.99kva	each	\$964.23	\$797.98	\$664.99	\$565.24	\$432.24	\$365.74
132-52	Secure Cabinet	up to 3.99kva	each	\$1,205.29	\$997.48	\$831.23	\$706.55	\$540.30	\$457.18
132-52	Secure Cabinet	up to 4.99kva	each	\$1,607.05	\$1,329.97	\$1,108,31	\$942.07	\$720.40	\$609.57
132-52	Secure Cabinet	up to 5.99kva	each	\$2,008.82	\$1,662.47	\$1,385.39	\$1,177.58	\$900.50	\$761.96
132-52	Secure Cabinet	up to 6.99kva	each	\$2,383.38	\$1,994.96	\$1,662.47	\$1,413.10	\$1,080.60	\$914.36
132-52	Secure Cabinet	up to 7.99kva	each	\$2,673.35	\$2,324.99	\$1,939.55	\$1,648.61	\$1,260.71	\$1,066.75
132-52	Secure Cabinet	up to 8.99kva	each	\$2,925.14	\$2,542.27	\$2,216.62	\$1,884.13	\$1,440.81	\$1,219.14

SIN	Secure Cabinet and Private Installation	Cage Space			Pren	nium		Stan	dard
	Property			CH3, CU1, Cl DC4, DC5, D0			DA4, PH1,	SV8, DE2, , BO2, MI6	
					B, SV1, SV4, S			1101, AT	DO2, 1010
			-		S∖	/17			
			UOM			NR	С		
132-52	Private Cage Installation		each cabinet equivalent		\$90	6.80		\$60	4.53
132-52	Secure Cabinet Installation		each		\$90	6.80		\$60	4.53
SIN	Secure Cabinet and Private Expedite Installation and De	einstall	UOM			NR			
132-52	Expedite fee	Cabinet	each	\$246.85					
132-52	Expedite fee	Private Cage	each			\$987	.41		
132-52	Deinstall fee	Cabinet	each			\$246	.85		
SIN	Secure Cabinet and Private Cage - Power					MR	С		
				Band 1	Band 2	Band 3	Band 4	Band 5	Band 6
			_	CH1, CH2, CH4 SV1, SV8	DA1, DA2, DA3, DC1, DC2, LA1, MI1, NY4	CU1, CU2, CU3, CU4, DA4, DA6, DC6, PH1, SE3,	DC4, DC5, DC11, DE2, NY5, SV5	CH3, CH7, DC3, HO1, MI6, SV4, SV14, SV15, SV16, SV17	AT1, BO2, DA7, NY7, LA4, SE4
132-52	AC Power - see Power Circuit Installation bellow for NRC kVA-based Power		\$/kva	\$328.72	\$272.04	\$226.70	\$192.70	\$147.36	\$124.69
132-52	DC Power - see Power Circuit Installation bellow for NRC kVA-based Power		\$/kva			\$367	.56		

SIN	Power Circuit Installation for kVA-Based Power				
132-52	Property		CH1, CH2, CH3, CH4, DA1, DA6, DA2, DC1, DC2, DC3, DC4, DC5, DC6, DC11, LA1, LA2, LA3, LA4, NY1, NY2, NY4, NY5, SV1, SV2, SV3, SV4, SV5	AT1, AT2, AT3, BO1, DA3, DA4, DC7, DC8, DE1, MI2, NY7, NY8, NY9, PH1, SE2, SE3, SV6, SV8, TR1, TR2	
		UOM	NF	RC	
132-52	AC 120v Single Phase Circuit Installation 20 Amp & 30 Amp Primary	Each Circuit	282.12	403.02	
132-52	AC 120v Single Phase Circuit Installation 20 Amp & 30 Amp Redundant	Each Circuit	282.12	403.02	
132-52	AC 208v Single Phase Circuit Installation 20Amp & 30 Amp Primary	Each Circuit	282.12	403.02	
132-52	AC 208v Single Phase Circuit Installation 20Amp & 30 Amp Redundant	Each Circuit	282.12	403.02	
132-52	AC 208v Three Phase Circuit Installation 20Amp, 30 Amp, 50 Amp & 60 Amp Primary	Each Circuit	50	54.23	
132-52	AC 208v Three Phase Circuit Installation 20Amp, 30 Amp, 50 Amp & 60 Amp Redundant	Each Circuit	564.23		
132-52	DC -48 Circuits 20Amp, 30 Amp, 40 Amp, 50 Amp, 60 Amp, 70 Amp, 80 Amp, 100 Amp (Primary + Redundant)	Each Circuit Pair	1612.09		
132-52	Power Circuit Deinstall fee	Each Circuit	24	46.85	

SIN	Awarded GSA Services	MRC GSA Price	NRC GSA Price
Cross Connect Pricing		MRC	NRC
132-52	POTS	\$20.15	\$80.60
132-52	COAX	\$197.48	\$403.02
132-52	UTP	\$197.48	\$403.02
132-52	Fiber	\$282.12	\$403.02
132-52	Intra-Customer Cross Connect, COAX, UTP, Fiber	N/A	\$403.02
132-52	Cross Connect Deinstall fee	N/A	\$246.85

Intra-Customer Cross Connect: Available within every IBX between the same customer as stated per the MCA. ICCC is only available within the same suite and any inter-suite or inter-floor connection requires a Standard Cross Connect

SIN	Description	MRC GSA Price	NRC GSA Price
Metro Connect		MRC	NRC
132-52	1 Gb Ethernet (Path-Protected)	\$282.12	\$403.02
132-52	10 Gb DWDM (Unprotected)	\$564.23	\$806.05
132-52	10 Gb DWDM (Diverse Paths)	\$1,128.46	\$1,612.09
132-52	Extended Metro - 1 Gb Ethernet (Path-Protected)	\$604.53	\$806.05
132-52	Extended Metro - 10Gb (Unprotected)	\$967.25	\$1,209.07
SIN	Description	MRC GSA Price	NRC GSA Price
Cloud Exchange and Ethernet Exchange		MRC	NRC

Products

AT1, AT2, AT3, CH1, CH2, CH3, CH4, DA1, DA2, DA3, DA4, DA6, DC1, DC2, DC3, DC4, DC5, DC6, DC11, LA1, LA2, LA3, LA4, NY1, NY2, NY4, NY5, NY7, NY8, NY9, SE2, SE3, SV1, SV2, SV3, SV4, SV5, SV8, TR1

132-52	1GbE (Single or Mutli Mode Fiber)	\$80.60	\$403.02
132-52	10GbE (Single Mode Fiber)	\$161.21	\$2,418.14
132-52	Virtual Circuit - up to 200M CIR	\$80.60	N/A
132-52	Virtual Circuit - up to 500M CIR	\$120.91	N/A
132-52	Virtual Circuit - up to 1G CIR	\$161.21	N/A

No discount for redundancy, customers pay two ports and two virtual circuits Cloud Service Providers vPort fee not included

Data Transfer Fees for Cloud Service Providers are not included in ECX Pricing

A Virtual Circuit is a VLAN across the Cloud Exchange. The same Physical Cloud. Exchange Port can have multiple virtual circuits, one connecting to AWS Direct Connect, one connecting to Microsoft Azure ExpressRoute, or another one to other Cloud Service Provider

The physical port has a commitment term of 12 months while Virtual Circuits are on a month-month term to enable the dynamic usage patterns of Cloud Services

Virtual Circuits to AWS Direct Connect offered are 200M and 500M. No 1G Virtual Circuit is offered at this time

Smart Hands

132-52	Smart Hands Usage Based	N/A	\$161.21		
132-52	Smart Hands Usage Based - Afterhours*	N/A	\$181.36		
* Analias to your OduZ IDV/s. Afterhauma and C. DNA . O ANAlassi times					

* Applies to non-24x7 IBX's. Afterhours are 5 PM - 8 AM local time

IT Hardware					
132-8	Fiber Optic Patch Cable (PSC 6015), 13. 12-ft/4- m, 8.3micron/125 OS2 SMF, SC to LC, Duplex, Yellow	N/A	\$	40.07	
132-8	Fiber Optic Patch Cable (PSC 6015), 4. 9- ft/1.5m, 8.3micron/125 OS1 SMF, SC to LC, Duplex, Yellow	N/A	\$	13.96	
132-8	Fiber Optic Patch Cable (PSC 6015), 6.56-ft/2- m, 8.3micron/125 OS2 SMF, LC to LC, Duplex, Yellow	N/A	\$	158.89	
132-8	Fiber Optic Patch Cable (PSC 6015), 9.8-ft/3-m, 8.3micron/125 OS1 SMF, LC to LC, Simplex, Yellow	N/A	\$	19.12	