

## AGREEMENT FOR PROVISION OF MULTIMEDIA COMMUNICATION SERVICES

By this private instrument, on one side:

**EQUINIX DO BRASIL TELECOMUNICAÇÕES LTDA.**, headquartered at Rua Dr. Miguel Couto, nº 58 - 5º andar - Centro, in the city and state of São Paulo, enrolled in the National Corporate Taxpayer Registry (CNPJ) under number 10.496.781/0001-00, hereinafter referred to as **SP1**;

**EQUINIX DO BRASIL TELECOMUNICAÇÕES LTDA.**, a subsidiary located at Alameda Araguaia, nº 3.641 - Tamboré, city of Barueri, state of São Paulo, enrolled in the National Corporate Taxpayer Registry (CNPJ) under number 10.496.781/0003-72, hereinafter **SP2**;

**EQUINIX DO BRASIL TELECOMUNICAÇÕES LTDA.**, a subsidiary located at Avenida Marcos Pentead de Ulhoa Rodrigues, nº 249 – Lote 3 – Gleba A - Tamboré, city of Santana do Parnaíba, state of São Paulo, enrolled in the National Corporate Taxpayer Registry (CNPJ) under number 10.496.781/0005-34, hereinafter **SP3**;

**EQUINIX DO BRASIL TELECOMUNICAÇÕES LTDA.**, a subsidiary located Avenida Ceci, nº 199, Conjunto A, Tamboré, Barueri – São Paulo, CEP 06.460-120, enrolled in the National Corporate Taxpayer Registry (CNPJ) under number 10.496.781/0006-15, hereinafter **SP4**;

**EQUINIX DO BRASIL TELECOMUNICAÇÕES LTDA.**, a subsidiary located at Rua Martins Ferreira, 91 - Botafogo, in the city and state of Rio de Janeiro, enrolled in the National Corporate Taxpayer Registry (CNPJ) under number 10.496.781/0002-91, hereinafter **RJ1**;

**EQUINIX DO BRASIL TELECOMUNICAÇÕES LTDA.**, a subsidiary located at Estrada Adhemar Bebiano, nº 1380 – Del Castilho, in the city and state of Rio de Janeiro, enrolled in the National Corporate Taxpayer Registry (CNPJ) under number 10.496.781/0004-53, hereinafter **RJ2**;

(jointly, "EQUINIX"), represented herein pursuant to its bylaws, of which the establishment providing the service(s) set forth in the Object of this agreement will be described on the EQUINIX ORDER, and on the other side, the CUSTOMER identified on the EQUINIX ORDER, duly represented pursuant to its bylaws, referred to jointly as "Parties", hereby mutually agree to enter into this Multimedia Communication Service Agreement and other covenants ("Agreement"), to be governed by the following terms and conditions:

### **1. OBJECT**

1.1. The object of this Agreement is the provision of services, use right lease and assignment, and the provision of infrastructure, for various purposes, of EQUINIX INTERNET BUSINESS EXCHANGE (IBX), according to the terms and formats laid out in the EQUINIX ORDER, in the respective SERVICE SPECIFICATIONS, TERM OF ACCESS and in the IBX POLICIES, available on the website [www.equinix.com.br](http://www.equinix.com.br), which documents are integral parts of this Agreement.

### **2. DEFINITIONS**

2.1. For the purpose of this Agreement, the following definitions apply:

**INTERNET ACCESS** – interconnecting the CUSTOMER EQUIPMENT and/or EQUINIX EQUIPMENT provided to the CUSTOMER to the internet.

**SERVICE ACTIVATION** – event that will mark the availability of services to the CUSTOMER and the consequent start of the billing cycle.

**CUSTOMER** – individual or legal entity accepting the terms of this Agreement and EQUINIX'S service provision conditions by means of signing the EQUINIX ORDER.

**MASTER CONTACT** – official, agent, employee or third party appointed by the LEGAL REPRESENTATIVE via the ECP, with representation powers in technical matters, thus able to request

changes in the initially contracted service configuration, to contract, via ECP and via telephone, to recommend the entry of staff in the IBX, to receive EQUINIX communications, and to register AUTHORIZED USERS, in all circumstances abiding by Clauses 12.5 and 12.5.1.

**CONTENT** – any and all electronic data, including audiovisual material, stored, transmitted, disclosed and/or furnished by the CUSTOMER in any form on any servers and/or websites hosted at EQUINIX or on EQUINIX EQUIPMENT, excluding related software and operating systems.

**CONTRACTING VIA ELECTRONIC MEANS** - via ECP or email. Will be confirmed after acceptance by EQUINIX according to applicable procedures, and/or when EQUINIX begins provisioning the licensed space or requested services, as applicable. This contracting format will be limited to the sum of five thousand reais (R\$ 5,000.00) per month.

**CONTRACTING VIA TELEPHONE** - placed via telephone call recorded by EQUINIX, in which the password will be verified. **CONTRACTING VIA TELEPHONE** will be confirmed after acceptance by EQUINIX according to applicable procedures, and/or when EQUINIX begins provisioning the licensed space or requested services, as applicable. This contracting format will be limited to the products contained in the ECP and the sum of five thousand reais (R\$ 5,000.00) per month.

**AUTHORIZED USERS** – individuals registered by the MASTER CONTACT, via the ECP, for access to the IBX, receipt of domestic invoices, access to the CUSTOMER'S licensed space, incident opening, contracting via ECP, etc.

**EQUINIX EQUIPMENT** - any assets, including equipment, servers, software, operating systems, etc., used by EQUINIX in the provision of services or provided by it to the CUSTOMER. The EQUINIX EQUIPMENT specifically provided to the CUSTOMER is detailed on the EQUINIX ORDER.

**CUSTOMER EQUIPMENT** – any assets, including equipment, servers, software, operating systems, etc., which may be hosted in IBX, which must be detailed on the respective equipment shipment fiscal document.

**EQUINIX MARKETPLACE** – portal where the CUSTOMER can promote its own products and services to other EQUINIX customers or potential customers, as well as obtaining information about products and services from other EQUINIX customers, whereas EQUINIX will be exempt from any responsibility for the operations transacted therein, under the terms of clauses 4.3, with its subsections, and 4.5.

**LICENSED SPACE** – module in IBX for installation of CUSTOMER EQUIPMENT and/or EQUINIX EQUIPMENT.

**SERVICE SPECIFICATION** – Document describing the services and/or activities to be carried out by EQUINIX, along with obligations and service levels (when applicable), found at the link: <http://www.equinix.com/resources/product-documents>.

**HOSTING** – complex technical activity that consists of installation and storage of own or third-party electronic equipment, concentrated in a single environment (IBX), as well as the enabling access by such equipment to the network environment to allow for data exchange and handling, by using interconnection resources provided by sector agents.

**IBX or INTERNATIONAL BUSINESS EXCHANGE** – building managed by EQUINIX, equipped with infrastructure to enable the provision of services under this Agreement.

**MRC** – monthly amount to be paid by the CUSTOMER as compensation for the contracted service.

**NRC** – any amount to be charged from the CUSTOMER individually due to the contracted service.

**EQUINIX ORDER**– Submission on EQUINIX letterhead paper, duly numbered and dated, containing the description of services to be provided by EQUINIX to the CUSTOMER and the accepted

commercial conditions, serving as Commercial Proposal pursuant to article 427 and latter articles of the Brazilian Civil Code.

IBX GLOBAL POLICIES: procedures, rules, regulations, product exhibits and policies, security practice, updated often and available at the internet address [www.equinox.com.br](http://www.equinox.com.br).

CUSTOMER PORTAL (Equinix Customer Portal - ECP) – virtual environment provided by EQUINIX, internet-accessible exclusively by EQUINIX customers at the address <https://portal.equinox.com>, to enable the contracting and/or tracking of pre-established services and/or the dissemination of various communications and information by EQUINIX. Some operations conducted in the ECP will only be completed with confirmation of the CUSTOMER'S password. Its use is contingent upon acceptance of its limits and usage conditions, in addition to product technical specifications.

LEGAL REPRESENTATIVE – individual equipped with specific powers to contract and cancel services, and to represent the CUSTOMER actively and/or passively in or out of court. The CUSTOMER undertakes, when submitting updated bylaws and/or power-of-attorney, upon request from EQUINIX, to submit the most recent version.

TERM OF ACCESS – document containing the rules and obligations to be signed by any CUSTOMER and/or AUTHORIZED USER that enters the IBX.

UoM – unit of measure used to quantify each product on the EQUINIX ORDER.

### **3. OBLIGATIONS OF THE PARTIES**

#### **3.1. EQUINIX will be responsible for:**

3.1.1. Providing the CUSTOMER with the EQUINIX EQUIPMENT described on the EQUINIX ORDER, for lease and various purposes.

3.1.1.1. EQUINIX may, at its sole discretion, provide equipment to the CUSTOMER with quality, capacity and technology superior to those initially described on the EQUINIX ORDER, provided that such replacement does not entail an increase in the service provision price.

3.1.2. Rendering services in the IBX compatible with the provisions in this instrument, on the EQUINIX ORDER, in the SERVICE SPECIFICATION and in the IBX POLICIES.

3.1.3. Granting the CUSTOMER'S AUTHORIZED USERS access to the IBX whenever necessary, in an uninterrupted manner (24x7x365), abiding by the rules of access to the IBX set forth in the IBX POLICIES.

3.1.4. Defining, at its sole discretion, the location of the LICENSED SPACE that will host CUSTOMER EQUIPMENT and/or EQUINIX EQUIPMENT to be made available to the CUSTOMER at the IBX.

3.1.4.1. Whenever there is a need for rearranging the LICENSED SPACE within the IBX facilities, EQUINIX will notify the CUSTOMER forty-eight (48) hours in advance, when the CUSTOMER will be obliged to monitor the rearrangement through its assigned technician or an AUTHORIZED USER. If, for any reason, the aforementioned technician or AUTHORIZED USER fails to appear or is not assigned within the stipulated period, without providing justification to EQUINIX in advance, the CUSTOMER may not, after the rearrangement is completed, dispute the fact or the engendered effects, without prejudice to the technical specifications of the contracted service(s).

#### **3.2. The CUSTOMER will be responsible for:**

3.2.1. Notwithstanding other obligations laid out herein, complying with all conditions and obligations set forth on the EQUINIX ORDER, in the SERVICE SPECIFICATION and in the IBX POLICIES.

3.2.2. Always keeping data for the LEGAL REPRESENTATIVE and MASTER CONTACT up-to-date, pursuant to Clause 7.3 herein, as well as the list of AUTHORIZED USERS for visiting the IBX and accessing the CUSTOMER'S LICENSED SPACE, as laid out in the IBX POLICIES.

3.2.3. Configuring, inspecting and maintaining - preventively or correctively - the CUSTOMER EQUIPMENT, as well as ensuring its proper installation, updating, repair, compatibility and proper functioning during the term of this Agreement; defining, composing, installing, updating, editing and/or reinstalling CONTENT, by remote means or personally in the IBX, including in cases of falls, theft, loss

of data or CONTENT, third-party breaches and/or technical problems; obtaining, updating and maintaining in force all software licenses relating to CUSTOMER EQUIPMENT and those related to CONTENT, agreeing to use them in an appropriate manner, in accordance with said licenses and with the law.

3.2.4. Transporting CUSTOMER EQUIPMENT to the EQUINIX facilities, solely bearing the cost and risk.

3.2.4.1. CUSTOMER EQUIPMENT, during transport, must always be accompanied by the respective fiscal document required by law, which must contain the detailed description of all transported items.

3.2.4.2. Upon receiving CUSTOMER EQUIPMENT and after checking the fiscal shipping document, EQUINIX will sign it. The aforementioned document will be the only proof of shipment and/or replacement of CUSTOMER EQUIPMENT.

3.2.5. Using the services provided by EQUINIX as set forth in this Agreement and pursuant to the law, also pledging: (i) not to engage, on its own or via third parties, in acts that violate the law, morality and good manners, or that are harmful to, affect or impair the rights of third parties, including internet users, including but not limited to, patent laws, data protection laws, anti-corruption law, copyrights and/or intellectual property rights; and (ii) not to disseminate illegal, immoral or unethical CONTENT, on its own or via third parties, with or without profit.

3.2.6. Configuring CUSTOMER EQUIPMENT and/or EQUINIX EQUIPMENT provided to the CUSTOMER, to always operate in accordance with the manufacturer's specifications, such as appropriate voltage, power consumption and other operating conditions, as well as ensuring that CUSTOMER EQUIPMENT are duly certified and cause no electromagnetic interference with other equipment allocated to the IBX.

3.2.7. Not intercepting or monitoring any material from EQUINIX facilities that is not expressly addressed to it.

3.2.8. Not transmitting any illegal, malicious or threatening program or application via internal and/or external network, including but not limited to: viruses, worms, spam or other similar content that EQUINIX, at its sole discretion, verifies and deems noncompliant with its internal policy. 3.3. The CUSTOMER, its MASTER CONTACT and/or AUTHORIZED USERS may not install, reorganize, connect, disconnect, remove, modify or repair equipment without express approval from EQUINIX in advance.

3.3. The CUSTOMER, its MASTER CONTACT and/or AUTHORIZED USERS may not install, reorganize, connect, disconnect, remove, modify, repair or in any way act on EQUINIX EQUIPMENT or other input for the provision of services by EQUINIX without express approval from EQUINIX in advance.

3.4. The CUSTOMER is prohibited from reselling and freely assigning the services contracted with EQUINIX, as provided in this instrument, in the SERVICE SPECIFICATION and the EQUINIX ORDER, without prior written authorization from EQUINIX.

3.5. The Customer hereby assumes full responsibility for changes and investments in its infrastructure that may be necessary for receipt of the contracted service. As such, EQUINIX may not be held responsible for such impediments, considering that they are the responsibility of the Customer and the telecommunications company chosen to provide such accessibility.

3.5.1. The Customer agrees that, should this agreement be terminated before service activation and after investments in its infrastructure have commenced, due to negligence or failure by the chosen telecommunications company, or at its own initiative, no reimbursement will be owed by EQUINIX to the Customer on account of already expended investments.

3.6. The Customer and EQUINIX are fully aware that the contracted service is provided by public utility telecommunications company. As such, the term for activating the link is established exclusively by the latter.

3.6.1. In light of the foregoing, the PARTIES agree that changes may be made to the timeframe informed by the public utility telecommunications company. In this scenario, a potential delay may not be attributed to EQUINIX under any circumstances, and any claim for indemnification or of any other nature related to this fact will be prohibited.

### **4. LIMITATION OF LIABILITY, SERVICE MAINTENANCE AND INSURANCE FOR CUSTOMER EQUIPMENT**

## LIMITATION OF LIABILITY

4.1. Any indemnification owed by any of the contracting parties, regardless of the nature, will not, under any circumstances, exceed the total amount paid for the respective services in the three (3) months preceding any harmful event. If such event occurs before three (3) months of service provision have passed, the indemnification amount to be paid by one party to the other will be limited to the total sum paid for services up until the date of occurrence of such event.

4.1.3 The Parties expressly acknowledge that the limitation of liability set forth in section 4.1 is established by the Parties in good faith and by mutual agreement, taking into consideration the characteristics of the commercial relations to be established under the scope of this instrument and the risks involved, as well the mutual interest in maintaining the eventual indemnification values owed by one Party to the other at levels proportional to the economic value of the Agreement. Therefore, the Parties hereby declare and agree that the limitation of liability was a decisive factor in setting the price, waiving values that exceed the established limit.

4.2. In the SERVICE SPECIFICATION, EQUINIX establishes service levels and respective discounts related to the provision of services. If said service levels are not met by EQUINIX, the CUSTOMER will be exclusively entitled to the discounts set out in the SERVICE SPECIFICATION, which will by nature represent pre-defined indemnification.

4.2.1. The CUSTOMER must request the discount mentioned in Clause 4.2 within a period of no more than thirty (30) days counted from the first business day in the month following the month of service unavailability lasting longer than established in the respective service level. The credit value will be applied within no more than two (2) billing cycles after the Customer's credit request is approved by EQUINIX. EQUINIX records will serve as the basis for calculating Service unavailability and the resulting credit.

4.3. EQUINIX will not be liable for any failure in the service rendering, if caused, in addition to other factors, by (i) unforeseeable circumstances or force majeure events, such as causes that are beyond its control, including, but not limited to, virus attacks, unpredictable events related to products, services and technology used by EQUINIX; (ii) incompetence, recklessness, negligent or malicious behavior by the CUSTOMER; (iii) faults or defects in CUSTOMER EQUIPMENT and/or irregularities in operation thereof by the CUSTOMER; (iv) failures, compatibility issues or defects in products or services contracted by the CUSTOMER with third parties and/or through the EQUINIX MARKETPLACE; (v) services by any means controlled by the Public Authority, its agents and/or representatives; (vi) expropriation, orders, bans or other acts by the Public Authority, its agents and/or representatives; and (vii) noncompliance by the CUSTOMER with the guidelines and recommendations from the EQUINIX technical team.

4.4. EQUINIX has neither the obligation nor the legal or material right to inspect or in any way monitor or control the CONTENT or data transmitted or stored by the CUSTOMER, and as such EQUINIX bears no direct or indirect responsibility over CONTENT and/or data transmitted or stored by the CUSTOMER, especially, but not limited to, with regard to origin, integrity, veracity and/or breach of confidentiality agreements and/or intellectual property, on any such dissemination, including of an illegal, immoral or unethical nature, that may be carried out by the CUSTOMER, given that EQUINIX does not process the data and therefore does not fall into any of the definitions provided for in article 5 of Law no. 13.709/2018.

4.5. The CUSTOMER assumes any and all responsibility for e-commerce and/or e-business transactions, meaning the virtual sale and purchase transactions that entail transfer of CUSTOMER and third-party CONFIDENTIAL INFORMATION, such as credit card number, codes and passwords, among others, exempting EQUINIX from any liability arising from said operations.

4.6. If at any time, including after the contractual term, damages are verified in servers, equipment, LICENSED SPACE, EQUINIX EQUIPMENT, IBX, etc., as a result of an action or omission by the CUSTOMER or its respective employees, agents or subcontractors, EQUINIX will ask a trusted individual to obtain three (3) estimates for repair of the aforementioned damages in advance from specialized companies. After identifying the lowest cost estimate, EQUINIX will notify the CUSTOMER so that it will exclusively bear the expense of repairing the damages within no more than ten (10) days.

4.6.1. If the CUSTOMER does not pay for the repair within the stipulated timeframe, EQUINIX may, at its sole discretion, carry out the works at its expense and charge the respective amounts later on via executive enforcement, or proceed with competent action to compel the Customer to meet this obligation.

## SERVICE MAINTENANCE

4.8. EQUINIX will conduct routine schedule maintenance on the IBX. In the scenarios of routine scheduled maintenance, CUSTOMER EQUIPMENT and/or EQUINIX EQUIPMENT may be unable to transmit and/or receive data for the time required to resolve the situation, and the CUSTOMER may be prevented from accessing such data, without this generating any liability for EQUINIX. The CUSTOMER hereby agrees to cooperate with EQUINIX during routine scheduled maintenance periods. EQUINIX will inform the CUSTOMER about the scheduling for routine maintenance, preferably fifteen (15) days in advance and at least forty-eight (48) hours in advance for imminent situations.

4.9. EQUINIX may perform emergency maintenance at any time, without prior notice. In this hypothesis, CUSTOMER EQUIPMENT and/or EQUINIX EQUIPMENT may be unable to transmit and/or receive data for the time required to resolve the situation, and the CUSTOMER may be prevented from accessing such data. In this case, the CUSTOMER will only be entitled to the discounts provided for in the SERVICE SPECIFICATION as a result of EQUINIX failing to meet established service levels, without any additional compensation.

## INSURANCE FOR CUSTOMER EQUIPMENT

4.10. Unless agreed-upon otherwise by the Parties on the EQUINIX ORDER, EQUINIX will not be responsible for insurance for CUSTOMER EQUIPMENT allocated to the IBX facilities. In the event of the CUSTOMER expressing written interest in contracting insurance, EQUINIX may contract said insurance, whereas the CUSTOMER will exclusively bear the burden and cost of such insurance.

## 5. TERM, EXTENSION, WITHDRAWAL

5.1. This Agreement is executed to be effective for the period indicated on the EQUINIX ORDER and/or additional service request, and it will be automatically renewed for equal and successive periods as indicated in the "renewal period" field on the EQUINIX ORDER, provided that there is no written manifestation to the contrary from any of the Parties at least ninety (90) days before the effective period expires. The EQUINIX ORDER and/or additional service request may have different expiration dates, whereas the periods for each will be counted according to the SERVICE ACTIVATION date.

5.2. The EQUINIX ORDER and/or additional service request is binding on the Parties. If the CUSTOMER requests early termination of the Agreement after signing the EQUINIX ORDER and/or additional service request, and prior to SERVICE ACTIVATION, the CUSTOMER agrees that the fine stipulated in Clause 5.4 will be fully applicable, using the signing date of the EQUINIX ORDER and/or additional service request as basis for counting the contractual period.

5.3. The Party requesting unilateral termination of this Agreement before the end of the contractually stipulated/renewed period must, mandatorily, send written notice to the Party ninety (90) days in advance, by means of a cancellation letter as set forth in Clause 12.5, stating its intention to terminate the Agreement. Said Party will thus incur the non-compensatory fine for the amount indicated in Clause 5.4, notwithstanding its liability for losses and damages, with the exception of Clause 8.1. During the ninety (90) day period set forth in this Clause, the monthly sums owed by the CUSTOMER must continue to be paid.

5.3.1. Reduction in contracted quantities of a single service – called Downgrades – entails partial contractual termination and will lead to application of the fine indicated in Clause 5.4, calculated on the amount corresponding to the reduction.

## EARLY TERMINATION FINE

5.4. Pursuant to the principle of proportionality, the fine provided for in the preceding Clause represents fifty percent (50%) of the total current monthly fee, multiplied by the number of months remaining before the end of contractual term, according to the calculation formula below:

$V = V_m \times 0.50 \times (nT - nO)$ , where:

V = Value to be paid by the CUSTOMER.

$V_m$  = Current total monthly value.

nT = Total number of months in the Agreement (or in the extended period).

nO = Number of months elapsed between activation or extension of the Agreement, as applicable, and the end date of the Agreement or extended period.

x = Multiplication factor.

5.4.1. The CUSTOMER is aware that early termination of a contracted service may, for technical or financial reasons, lead to the suspension of other service(s) or inadequate operation thereof, in which case the termination of other services may not be disputed, subjecting it to the respective fine.

5.5. The CUSTOMER will be notified about the SERVICE ACTIVATION, when it will have a period of forty-eight (48) working hours after EQUINIX sends it a notification email, for any manifestation regarding the SERVICE ACTIVATION. After said period has elapsed without express manifestation via email from the CUSTOMER, the services will be considered fully activated and the CUSTOMER, as of now, authorizes the respective billing.

5.5.1. In the event of timely notification from the CUSTOMER about failures or defects in SERVICE ACTIVATION, EQUINIX will proceed with the necessary corrections and inform the CUSTOMER of the new activation, also by electronic means, and receipt of this notification will mark the beginning of a new period of forty-eight (48) working hours for any manifestation about a SERVICE ACTIVATION failure or defect.

5.5.2. The SERVICE ACTIVATION will mark the starting time for the purpose of counting the contractual term, and will also establish the beginning of the CUSTOMER'S billing cycle. In the event of partial activations determined by circumstances of any kind, their respective values and dates will be considered for the purpose of calculating and timeframes. The same will occur in the case of partial deactivations.

5.5.3. In case of partial service activation, EQUINIX may split the initial EQUINIX ORDER into separate EQUINIX ORDERS, without, however, altering any initially negotiated condition.

5.5.4. If SERVICE ACTIVATION is not possible due to any failure by the CUSTOMER to meet any obligation attributed thereto or for conduct that prevents the start of services, including, but not limited to, the provision of equipment, EQUINIX will send an email to the CUSTOMER'S MASTER CONTACT so that pending issues can be remedied within forty-eight (48) working hours. After said period has elapsed, the billing cycle will begin for the contracted service, and the contractual term will start being counted.

## **6. PAYMENT TERMS**

6.1. Apart from the NRC, which must be paid in a single installment before the first monthly fee, the CUSTOMER will pay EQUINIX the MRC, which will be automatically and immediately adjusted every twelve (12) months according to the accumulated positive variation in the IGPM-FGV index during the period.

6.1.1. An uninstallation fee may be charged on the EQUINIX ORDER, as specifically stipulated on the referenced EQUINIX ORDER.

6.2. The Contracting Party is aware and agrees that, due to current legislation, some of the contracted services will be invoiced via Domestic Invoice (Nota Fiscal) and some via Debit Memo.

6.3. Amounts owed by the CUSTOMER under this Agreement and the EQUINIX ORDER must be paid within thirty (30) days after the invoice is issued, which will be at the start of each month and sent to the CUSTOMER'S email address. In the event of the CUSTOMER not receiving the invoice by the due date, the CUSTOMER must contact EQUINIX via email and/or telephone within two (2) business days after the respective due date, during business hours, from 9:00 am to 6:00 pm, requesting that the billing documents be sent for subsequent payment, exempt from any additional charges during this period.

6.3.1. Invoices must be paid to EQUINIX via bank deposit or bank payment slip.

6.4. If the SERVICE ACTIVATION occurs after the first day or ends before the last day of a given contractual month, the price of services rendered during that contractual month will be calculated: (i) on a prorated basis, for fixed components of the contracted value, and (ii) according to the demand actually used by the CUSTOMER, for variable components of the contracted value, where EQUINIX may invoice the CUSTOMER via independent billing or along with the subsequent or previous monthly bill, as applicable.

6.5. Payment for contracted services must be made pursuant to Clause 6.3 and subsections, whereas any non-payment or later payment will engender a two percent (2%) fine, plus arrears interest of 1% percent per month and monetary correction according to the positive variation in the IGPM-FGV index, to be calculated on a daily pro-rated basis on the outstanding sum, from the date of default to the effective debt settlement.

6.6. If the IGPM-FGV index becomes defunct, the index that legally supersedes it will automatically be applied. If it or superseding indexes become defunct, the index then in effect which EQUINIX deems the best reflection of inflation will be used.

6.7. Payment delay for a period exceeding ten (10) days after the respective due date will lead to suspension of service rendering by EQUINIX until the CUSTOMER fully pays the debt, including applicable contractual charges, regardless of prior notice, without prejudice to the right to register the CUSTOMER in the active listing of credit protection agencies.

6.8. The prices set forth on the EQUINIX ORDER include taxes applicable to the provision of services, revenue and/or billing. If new taxes are created, or if the current tax rates are modified, or if the tax authority adopts a new interpretation with regard to tax collection, or if the burden on EQUINIX is in any manner increased or decreased, the compensation values will be revised to reflect such changes and EQUINIX or the CUSTOMER will be obliged to pay any differences resulting from such change on the subsequent invoice.

6.9. The price agreed upon between the parties does not include any inflationary forecast, on the assumption that the economy will remain stable and with regard to imported input and equipment, and that the exchange rate will not change significantly. In the event of acts or facts that could upset the economic balance of the Agreement, EQUINIX may adjust the effective prices to prevent economic or financial losses.

6.9.1. In the scenario provided for in Clause 6.9, EQUINIX must inform the CUSTOMER about the new prices of services with the respective justifications, via any written means, at least thirty (30) days before the effective date.

6.9.2. Should the CUSTOMER disagree with the new prices of services or justifications for raising the price, the CUSTOMER must formally express such disagreement, which will authorize EQUINIX to terminate this Agreement, with the Parties exempt from any penalty.

6.9.3. Under no circumstances will EQUINIX be obligated to subsidize or provide services for a price lower than its cost, especially if the contractual imbalance is the result of an event that occurred after this Agreement is signed and/or beyond the Parties' control.

## **7. LEGAL REPRESENTATIVE, CUSTOMER PASSWORD AND MASTER CONTACT**

7.1. EQUINIX will assign a confidential initial password to the CUSTOMER, solely and exclusively through its LEGAL REPRESENTATIVE, which must be promptly replaced by the CUSTOMER with another password of its choosing. The CUSTOMER, by way of its LEGAL REPRESENTATIVE, will be solely responsible for the initial password and subsequent replacements.

7.1.1. EQUINIX will not incur any liability in the event of misuse, breach of confidentiality or password transfer to another party.

7.2. The CUSTOMER hereby grants powers to its MASTER CONTACT for technical management, in order to authorize the entry of personnel to the IBX, to interact via ticket with EQUINIX areas, to receive communications and contract, including via ECP, abiding by Clauses 12.5 and 12.5.1.

7.3. The CUSTOMER must immediately and expressly inform EQUINIX about any substitution of its LEGAL REPRESENTATIVE and/or MASTER CONTACT, as well as any change in their data.

## **8. CONTRACTUAL TERMINATION**

8.1. This Agreement will be lawfully terminated, regardless of any formalities, prior notifications, etc., and at no cost to any of the Parties, in the following circumstances:

- (a) declaration of bankruptcy, civil insolvency, judicial or extrajudicial dissolution of any Party;
- (b) if the Public Authority, its agents and/or representatives order repairs on the property where the IBX is located which cannot be executed without impairing the continued provision of contracted services;
- (c) in the event of expropriation of the property where the IBX is located, orders, bans or other acts issued by the Public Authority, its agents and/or representatives.
- (d) due to unforeseen circumstances or force majeure that prevents service provision continuity.

8.2. This Agreement may be terminated by EQUINIX, at its sole discretion and by means of simple notice to the CUSTOMER with immediate effect, notwithstanding application of the stipulated contractual fine in the following circumstances:

- (a) if EQUINIX becomes aware that the CUSTOMER is engaging in any act that breaches the obligations undertake in Clause 3.2 of this Agreement and its subsections;
- (b) if the CUSTOMER files for judicial or extrajudicial recovery proceedings, regardless of being granted or not;
- (c) in the event of noncompliance with the rules set out in the IBX POLICIES, as set forth therein.

8.2.1. Instead of sending notice to the CUSTOMER in the situations described in Clause 8.2, EQUINIX may, at its own discretion, notify the customer and provide a set period to correct the irregularity. While the remedy is being arranged, EQUINIX reserves the right to suspend the provision of services under this Agreement, pursuant to article 476 of the Brazilian Civil Code. If the irregularity has not been remedied after the end of the granted period, this Agreement will be lawfully terminated.

8.3. If the CUSTOMER fails, in whole or in part, for a period of thirty (30) consecutive days during the term of the Agreement, to pay the adjusted price on the EQUINIX ORDER plus the respective charges, EQUINIX may terminate this Agreement and deactivate all services by means of simple notice to the CUSTOMER, which will produce immediate effect, notwithstanding other measures aimed at receiving its credit or remedy for losses and damages.

8.4. In the cases listed in Clauses 8.1, 8.2 and 8.3, EQUINIX may, at its discretion, disconnect the CUSTOMER, either by shutting down/removing its software, programs or applications, or by removing/uninstalling CUSTOMER EQUIPMENT and/or EQUINIX EQUIPMENT, clearing out the LICENSED SPACE.

8.4.1. Default by the CUSTOMER will authorize EQUINIX to restrict the CUSTOMER'S physical access to the LICENSED SPACE.

8.5. The Contractor is aware and agrees that, if it has more than one agreement signed with EQUINIX for services rendered in the same IBX, all amounts will be billed on a single invoice, and that nonpayment thereof may lead to application of Clauses 6.7 and 8.3 of the other agreements signed between them and related to that IBX.

8.6. In cases of default not expressly foreseen in the previous Clauses, the innocent Party must notify the defaulting Party so that it can remedy the indicated irregularity within a period of ten (10) days after the date of receiving notice. If the defaulting Party fails to remedy the indicated irregularity within the established period, this Agreement will be automatically terminated at the end of the aforementioned ten (10) days, without impairing the innocent Party's right to claim the losses and damages incurred by such termination in court, subject to the limitation of liability set forth in Clause 4 and subsections.

8.7. Upon termination of this Agreement for any reason, the CUSTOMER must fully pay any amounts owed to EQUINIX and, within fifteen (15) days, remove the CUSTOMER EQUIPMENT

located at IBX, at its sole expense and liability, in order to vacate the LICENSED SPACE and return it in the same perfect conditions in which it was received, according to the entry and exit inspection forms.

8.7.1. If CUSTOMER fails to pick up the CUSTOMER EQUIPMENT within the period stipulated in Clause 8.7, EQUINIX may, at its sole discretion: (i) initiate consignment proceedings in court; (ii) remove and store any and all equipment in a deposit area of its choosing, whereupon the CUSTOMER will be responsible for reimbursing EQUINIX for the respective expenses; or (iii) keep the CUSTOMER EQUIPMENT at EQUINIX facilities in order to be picked up by the CUSTOMER, for which a monthly fee may be charged until the customer removes its equipment.

8.7.2. The delivery of CUSTOMER EQUIPMENT to the depositary, by EQUINIX, due to the CUSTOMER'S inertia or refusal to pick them up, will terminate any EQUINIX liability in connection with the equipment, which must be claimed at the depositary within no more than thirty (30) days after the date they entered the deposit area.

8.7.3. Failure to pick up the CUSTOMER EQUIPMENT within the maximum period of thirty (30) days after the date on which the CUSTOMER is requested to do so will represent abandonment of the CUSTOMER EQUIPMENT, pursuant to article 1.275, section III of the Brazilian Civil Code, whereupon EQUINIX may dispose of them at its discretion according to the provisions in article 1.263 of the Brazilian Civil Code.

## **9. ASSIGNMENT**

This Agreement may not be assigned, subcontracted or in any other way transferred to third parties by the CUSTOMER, in whole or in part, without prior written consent from EQUINIX. The sale of goodwill or equity interest, by EQUINIX, by the CUSTOMER, or by their respective partners, will not be considered assignment, provided that the operational bases (product quality and service) and financial bases (solvency and compliance) are preserved and the necessary subjective contractual changes are formalized, even if later, without the assignment being contingent upon such bases or on any authorization.

## **10. NOVATION**

Any tolerance in enforcing this Agreement will be understood as mere forbearance by the Parties and not as novation or waiver, which will not be presumed under any circumstances and will only be established if in writing and signed by both Parties.

## **11. CONFIDENTIALITY**

11.1. The content of this Agreement, its Appendices and all other documents relating to this Agreement, as well as information disclosed in connection with this Agreement, is confidential nature and neither Party may provide or disclose such confidential information to any unauthorized third parties. The confidentiality obligation will remain in force for the duration of this Agreement and for a period of six (6) months after its termination, excepting EQUINIX'S right to reference the CUSTOMER'S company name, trademarks and other distinctive signs in its advertising and publicity materials, regardless of prior authorization.

11.2. For the purposes of this Agreement, the following will not be considered confidential: (i) information that is normally available to the public by means other than as a result of disclosure and breach of confidentiality hereunder; (ii) information that is made available to that Party, in a non-confidential manner, by an independent source; (iii) information that was obtained or developed independently by that Party without breach of this Agreement; (iv) information that must be provided to the government or court authority, in accordance with applicable law.

11.3. The CUSTOMER undertakes, during the term of this Agreement and even after its expiration or termination, not to solicit, hire or attempt to hire any employee, contractor, director or partner of EQUINIX or companies in the EQUINIX group, who, according to his/her position, designation, agreement or knowledge of trade secrets or CONFIDENTIAL INFORMATION, could aid or benefit any business considered to be in competition with that developed by the CUSTOMER. Failure to comply with this condition will subject the CUSTOMER to the payment of a compensatory fine in the amount equivalent to twenty-four (24) times the average monthly salary of the contracted professional, plus bonuses and premiums paid during the last twelve (12) months, and compensation for the professional hired in the same period, if any, without prejudice to other applicable legal measures.

## **12. GENERAL PROVISIONS**

12.1. EQUINIX will bear no liability for misuse or improper installation of CUSTOMER EQUIPMENT when performed directly by the CUSTOMER or its subcontractors.

12.2. CUSTOMER EQUIPMENT remaining at EQUINIX facilities does not give rise to any depository charge to EQUINIX, however, EQUINIX undertakes to oversee the safeguarding and upkeep of such EQUIPMENT allocated to the IBX facilities.

12.3. The electronic cards/keys that permit access to the LICENSED SPACE will be in the possession of EQUINIX, which may access the LICENSED SPACE at any time, as well as CUSTOMER EQUIPMENT and/or EQUINIX EQUIPMENT made available to the CUSTOMER.

12.4. EQUINIX will not have any employment relationship with the persons authorized by the CUSTOMER to have access to the IBX, and it is therefore exempt from any labor, insurance, social security or any other responsibility for such authorized users. The CUSTOMER will not have any employment relationship with the people hired by EQUINIX for the provision of services, and will therefore be exempt from any labor, insurance, social security or any other obligation in relation to EQUINIX employees and agents.

12.5. Any notices, cancellation letter or any other communication from the CUSTOMER to EQUINIX, will be in writing, signed exclusively by the CUSTOMER'S LEGAL REPRESENTATIVE, and will be considered received on the receiving date, evidenced by acknowledgment of receipt. Under no circumstances may the MASTER CONTACT request and/or downgrade/cancel services.

12.5.1. Exceptionally, in the case of additional service request(s) up to a limit of five thousand reais (R\$ 5,000.00) per month, as well as services that only have installation or dispensation fees, express or implied, may be made through the ECP and/or TELEPHONE CONTRACTING, through its MASTER CONTACT, subject to Clause 12.5.

12.5.2. Contracting via CUSTOMER PORTAL and/or CONTRACTING VIA TELEPHONE will abide by the respective limits and conditions for use.

12.6. This Agreement represents and extrajudicial executive instrument and carries enforcement power, pursuant to the provisions in article 784, III, of the Civil Procedure Code.

12.7. In order to expedite implementation of changes in services, EQUINIX may accept the EQUINIX ORDER and/or additional service request forwarded by the CUSTOMER through the ECP or fax. The acceptance of any proposal or request, by EQUINIX, even if digitally, will be binding on the bidder. Hence, once the requested services are provided, the CUSTOMER will not use the fact of a signature missing on the respective addendum or new contracting as an excuse for not fulfilling the proposal, the Agreement or the obligations undertaken. In this case, the missing "hand-written" signature is satisfied by password acceptance. Moreover, third-party use of said password may not be claimed, due to its individual and non-transferable nature.

12.8. The IBX POLICIES are part of this Agreement and are binding on the Parties in all of their terms, which may be revised/updated by EQUINIX at any time and at its sole discretion, in order to enhance service provision, without altering its nature. The new version will take automatic and immediate effect between the Parties as soon as it is released on the website [www.equinix.com.br](http://www.equinix.com.br). The Parties hereby undertake to fully abide by the IBX POLICIES.

12.9. The CUSTOMER will be civilly, administratively and criminally liable for any and all personal or property damage that it causes, hereby exempting EQUINIX from any resulting liability. Should a lawsuit be filed against EQUINIX for a fact and related and attributed to the CUSTOMER, the former may withdraw from the litigation, pursuant to article 125, section II, of the Civil Procedure Code, or it may exercise its right of return autonomously at any time.

12.10. The Parties recognize that they will continue to manage their businesses and assets independently, and this Agreement does not imply any partnership, association, joint venture, operational, managerial, labor, social security or any other type of bond between the Parties.

### **13. JURISDICTION AND APPLICABLE LAW**

13.1. This Agreement was drafted and is governed by the laws in force in the Federative Republic of Brazil.

13.2. The Parties hereby choose the Capital Judicial District Courts of Rio de Janeiro State as jurisdiction for resolving any disputes arising from this Agreement, expressly waiving any other, no matter how favorable.

Rio de Janeiro, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**EQUINIX DO BRASIL TELECOMUNICAÇÕES LTDA.**

**Customer - \_\_\_\_\_**

\_\_\_\_\_  
Witness (1)  
Name:  
C.P.F/MF:

\_\_\_\_\_  
Witness (2)  
Name:  
C.P.F/MF: