

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-13000

PURCHASING AUTHORITY NUMBER (If Applicable)

CDT-7502

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Technology

CONTRACTOR NAME

Equinix LLC

2. The term of this Agreement is:

START DATE

May 1, 2020

THROUGH END DATE

April 30, 2023

3. The maximum amount of this Agreement is:

\$826,059.20 (Eight Hundred Twenty Six Thousand Fifty Nine Dollars and Twenty Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Equinix Sales Orders numbered 1-195860559239 and 1-196807549069	

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Equinix LLC

CONTRACTOR BUSINESS ADDRESS

One Lagoon Drive

CITY

Redwood City

STATE

CA

ZIP

94065

PRINTED NAME OF PERSON SIGNING

Philip Read

TITLE

Director, Commercial Solutions

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

03/27/2020

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Technology

CONTRACTING AGENCY ADDRESS

P.O. Box 1810, MS Y18

CITY

Rancho Cordova

STATE

CA

ZIP

95741

PRINTED NAME OF PERSON SIGNING

Darryl Yee

TITLE

APMB Supervisor Hardware Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Darryl Yee  
Darryl Yee (Mar 27, 2020)

DATE SIGNED

03/27/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

# EQUINIX ORDER

id: #11111

<b>Account Name</b> : State of California Department of Technology	<b>Currency</b> : USD	<b>PREPARED BY:</b> Rick Quosig	<b>PREPARED FOR:</b> Rodrigo Munguia
<b>Account Number</b> : 533114	<b>Order Valid Until</b> : 31-Mar-2020	rquosig@equinix.com	rodrigo.munguia@state.ca.gov
<b>Order Number</b> : 1-195860559239	<b>Initial Term (Months)</b> : 36	16507308606	
<b>Version #</b> : 9	<b>Renewal Period (Months)</b> : 12		
<b>Agreement #</b> : 00070143.0	<b>Non-renewal notice (Days)</b> : 90		

IBX: SE3								
Address: 2020 Fifth Avenue, Seattle, United States, 98121								
Product Code	Product Description	Qty	UoM	Unit Pricing		Total Charges		Effective Date
				NRC	MRC	NRC	MRC	
<b>SPC00002</b>	<b>Private Cage With kVA Based Power</b>	<b>1</b>	<b>Each</b>	-	-	<b>19,000.00</b>	<b>11,000.00</b>	<b>01-May-2020</b>
CAG00001	Cage - 5 Cabinets - 20 kVA	20	kVA	-	275.00	-	5,500.00	01-May-2020
CAG00001	Cage - Installation Fee	1	Each	-	-	5,000.00	-	01-May-2020
POW00001	AC Power	20	kVA	-	275.00	-	5,500.00	01-May-2020
POW00003	AC Circuit - 208v - 30-amp - Three Phase - Primary	5	Each	-	0.00	-	0.00	01-May-2020
POW00003	AC Circuit - Installation Fee - 208v - 30-amp - Three Phase - Primary	5	Each	1,400.00	-	7,000.00	-	01-May-2020
POW00003	AC Circuit - 208v - 30-amp - Three Phase - Redundant	5	Each	-	0.00	-	0.00	01-May-2020
POW00003	AC Circuit - Installation Fee - 208v - 30-amp - Three Phase - Redundant	5	Each	1,400.00	-	7,000.00	-	01-May-2020
CC00004	Demarcation Point	1	Each	-	-	-	0.00	01-May-2020
<b>ECX00001</b>	<b>ECX Fabric Port</b>	<b>1</b>	<b>Each</b>	-	<b>200.00</b>	<b>3,000.00</b>	<b>200.00</b>	<b>01-May-2020</b>
ECX00001	ECX Fabric - Port Installation Fee - 10G	1	Each	3,000.00	-	3,000.00	-	01-May-2020
ECX00001	ECX Fabric Port - 10G	1	Each	-	-	-	0.00	01-May-2020
CC00001	Network Cable Connection	1	Each	-	-	-	0.00	01-May-2020
<b>ECX00001</b>	<b>ECX Fabric Port</b>	<b>1</b>	<b>Each</b>	-	<b>200.00</b>	<b>3,000.00</b>	<b>200.00</b>	<b>01-May-2020</b>
ECX00001	ECX Fabric - Port Installation Fee - 10G	1	Each	3,000.00	-	3,000.00	-	01-May-2020
ECX00001	ECX Fabric Port - 10G	1	Each	-	-	-	0.00	01-May-2020
CC00001	Network Cable Connection	1	Each	-	-	-	0.00	01-May-2020
<b>IX00008</b>	<b>Equinix Internet Exchange - Port</b>	<b>1</b>	<b>Each</b>	-	<b>500.00</b>	<b>1,000.00</b>	<b>500.00</b>	<b>01-May-2020</b>
IX00008	Equinix Internet Exchange - Port - Installation Fee - 10G	1	Each	1,000.00	-	1,000.00	-	01-May-2020
IX00001	Internet Exchange Port - 10G	1	Each	-	-	-	0.00	01-May-2020
CC00001	Network Cable Connection	1	Each	-	-	-	0.00	01-May-2020
<b>IX00008</b>	<b>Equinix Internet Exchange - Port</b>	<b>1</b>	<b>Each</b>	-	<b>500.00</b>	<b>1,000.00</b>	<b>500.00</b>	<b>01-May-2020</b>
IX00008	Equinix Internet Exchange - Port - Installation Fee - 10G	1	Each	1,000.00	-	1,000.00	-	01-May-2020
IX00001	Internet Exchange Port - 10G	1	Each	-	-	-	0.00	01-May-2020
CC00001	Network Cable Connection	1	Each	-	-	-	0.00	01-May-2020
<b>BUNDLE00001</b>	<b>Cross Connect Package</b>	<b>1</b>	<b>Each</b>	-	-	-	<b>7,875.00</b>	<b>01-May-2020</b>

# EQUINIX ORDER

<b>IBX: SE3</b>								
<b>Address:</b> 2020 Fifth Avenue, Seattle, United States, 98121								
Product Code	Product Description	Qty	UoM	Unit Pricing		Total Charges		Effective Date
				NRC	MRC	NRC	MRC	
BUNDLE00002	Cross Connect Bundle - 25 - Single-Mode Fiber	1	Each	-	315.00	-	7,875.00	01-May-2020
<b>PS00002</b>	<b>Smart Hands Support Plan</b>	<b>1</b>	<b>Each</b>	<b>-</b>	<b>-</b>	<b>7,500.00</b>	<b>0.00</b>	<b>01-May-2020</b>
PS00021	Prepaid Smart Hands Hours	50	Hour	150.00	-	7,500.00	-	01-May-2020
<b>Section Total</b>						<b>34,500.00</b>	<b>20,275.00</b>	

<b>Grand Total</b>	
<b>Monthly recurring charge:</b>	<b>\$20,275.00</b>
<b>Non-recurring charge:</b>	<b>\$34,500.00</b>

## NOTES TO CUSTOMER

In a Private Cage, Customer may order power circuits with an aggregate capacity of up to twice the Draw Cap (as defined below), provided Customer does not draw power that exceeds the Draw Cap at any time.

## SCOPE OF WORK

The applicable NRC for a Cross Connect Bundle(s) will be as agreed to between the Parties on any such Portal Order Customer may place with Equinix.

## TERMS AND CONDITIONS

### 1. INTRODUCTION

This Order is governed by and incorporated by reference into the applicable Master Country Agreement or other similar agreement between the Parties ("Agreement"). The Parties agree in good faith to execute a new Master Country Agreement after the execution of this Order.

Capitalized words used but not defined in this Order shall have the meaning ascribed to them in the Agreement or shall refer to the values listed at the top of this Order.

### 2. DEFINITIONS

'Effective Date' as used in this Order (which may also be referred to as "Billing Commencement Date") shall be the date stated above or, if no such date is stated above, then the date the Licensed Space is provided or the Services are delivered.

'Products' as used in this Order may also be referred to as Licensed Space and/or Services.

## PRODUCT TERMS

# EQUINIX ORDER

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Additional terms and conditions applicable to the Products listed above can be found at the following URL: <http://www.equinix.com/resources/product-documents> and which are incorporated by reference into this Order.

## 3. INITIAL TERM & RENEWAL PERIOD

The Initial Term will commence on the Effective Date and will remain in effect through the Initial Term.

After the Initial Term, the term will automatically renew for the Renewal Period unless either Party terminates the Order by providing written Non-renewal notice prior to the end of the then-current term to the other Party in which event this Order will terminate at the end of the then-current term.

Upon expiration of the Initial Term, the Parties agree Customer may have the option to renew for an additional year.

## 4. POWER LIMITATIONS

The maximum amount of electrical power that Customer may draw is stated above as Draw Cap or Qty/UoM in kVA or kW ("Draw Cap"). Customer may not draw more power than the Draw Cap. If Customer exceeds the Draw Cap, Equinix will notify Customer and Customer must reduce power draw to be equal to or less than the Draw Cap within 72 hours (or as otherwise agreed) or Equinix may, in its sole discretion, either charge Customer for the power overage at a maximum of twice the MRC/kVA rate for Licensed Space and power Services above, or suspend Customer's power Services to return to Draw Cap compliance.

## 5. PRICE & PRICE INCREASE

Customer's obligation to pay the Fees for the Licensed Space and Services shall begin on the Effective Date.

The annual contract value for each of the three (3) years of the Initial Term is provided below. These annual contract values may change subject to the Price Increase Terms and if Customer executes additional Orders, Order Amendments, or portal Orders to add or remove services related to this Licensed Space.

Annual contract values:

Year 1 (months 1-12 of Initial Term): \$274,050.00

Year 2 (months 13-24 of Initial Term): \$255,465.00

Year 3 (months 25-36 of Initial Term): \$268,238.25

Notwithstanding anything in this Order to the contrary, all Fees for those Products in the Price Increase Terms may be subject to the Price Increase with effect from the date stated in the Price Increase Terms and every twelve (12) months thereafter, except where a change in Equinix's direct electrical supply costs exceeds the Price Increase value listed below then Equinix may change the Fees for power Services by such increased cost.

Price Increase Terms	
First Price Increase Applicable After	12 months



# EQUINIX ORDER

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All Products Price Increase %	5%
<b>Renewal Price Increase Terms</b>	
All Products Price Increase %	5%

Equinix reserves the right to delay any Effective Date for the Licensed Space and Services detailed in this Order unless Equinix receives a signed copy of this Order before the Order Valid Until date stated above.

# EQUINIX ORDER

State of California Department of Technology		Equinix LLC, on behalf of itself and its U.S. Affiliates	
<b>Signature:</b>  <small>Darryl Yee (Mar 26, 2020)</small>  <b>Name:</b> Darryl Yee <b>Title:</b> IT Supervisor II <b>Date:</b> Mar 26, 2020	<b>Billing Contact Name:</b> Accounts Payable  <b>Billing Address:</b> CALIFORNIA DEPT OF TECHNOLOGY PO BOX 1810 RANCHO CORDOVA CA United States 95741  <b>Phone Number:</b>  <b>Email Address:</b> apinvoices@state.ca.gov	<b>Equinix Local Entity Address:</b>  One Lagoon Drive, 4th Floor Redwood City CA United States 94065	<b>Signature:</b>   <b>Name:</b> Matthew M Monaco <b>Title:</b> Senior Director, Asset Management <b>Date:</b> 25-Mar-2020

# EQUINIX ORDER

<b>Account Name</b>	: State of California Department of Technology	<b>Currency</b>	: USD	<b>PREPARED BY:</b>	<b>PREPARED FOR:</b>
<b>Account Number</b>	: 533114	<b>Order Valid Until</b>	: 17-Jun-2020	Rick Quosig	Accounts Payable
<b>Order Number</b>	: 1-196807549069			rquosig@equinix.com	apinvoices@state.ca.gov
<b>Version #</b>	: 2			16507308606	
<b>Agreement #</b>	: 00070143.0				

<b>IBX: SE3</b>							
Address: 2020 Fifth Avenue, Seattle, United States, 98121							
Section A: Product Additions				Unit Pricing		Total Charges	
Product Code	Product Description	Qty	UoM	NRC	MRC	NRC	MRC
<b>PS00004</b>	<b>Configurable Accessories</b>	<b>1</b>	<b>Each</b>	-	-	<b>3,450.00</b>	<b>0.00</b>
CC00002	Copper Tray - 12" (300mm) width - Overhead suspended - 10/3m sections - Qty : 2 - 12(300) Cable Runway Width	1	Each	1,600.00	-	1,600.00	-
CC00003	Fiber Tray - 6"/150mm Overhead Suspended - 6/2m sections - Qty : 2 - 2in/50mm Express Exits - Qty : 5	1	Each	1,850.00	-	1,850.00	-
<b>PS00003</b>	<b>Custom Parts and Labor</b>	<b>1</b>	<b>Each</b>	-	-	<b>7,500.00</b>	<b>0.00</b>
PS00003	Custom Parts - Customer Owned	1	Each	7,500.00	-	7,500.00	-
<b>Section Total</b>						<b>10,950.00</b>	<b>0.00</b>

Section Total		NRC	MRC
Section A:	Product Additions	10,950.00	0.00

Grand Total	
Monthly recurring charge:	\$0.00
Non-recurring charge:	\$10,950.00

## SCOPE OF WORK

Equinix to Purchase & Install:

### LADDER RACK:

Qty (2) Sections 12"W Ladder Rack - Overhead Suspended

-\$1,600.00

### FIBER TRAY:

Qty (2) Sections 4" x 6" Yellow Fiber Guide - Overhead Suspended

Qty (5) 2" Express Exits - Installed in Center Cabinet Facing Hot Aisle

# EQUINIX ORDER

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\$1,850.00

CABINETS & PDUs:

Qty (5) APC AR3105 - 600mmW x 1070mmD x 45U Cabinets

\$1,500.00 ea (\$7,500.00 TOTAL);

PRICE INCLUDES FREIGHT & INSTALLATION)

VENDOR STOCK CA

## TERMS AND CONDITIONS

### 1. INTRODUCTION

This Amendment Order is governed by and incorporated by reference into the applicable Master Country Agreement or other similar agreement between the Parties ("Agreement").

Capitalized words used but not defined in this Amendment Order shall have the meaning ascribed to them in the Agreement or shall refer to the values listed at the top of this Order.

### 2. AMENDMENT

This Amendment Order will, as applicable, add those new Products detailed in Section A, terminate the Products in the Order(s) detailed in Section B and amend the Products in the Order(s) detailed in Section C as further detailed above from the Effective Date stated in the relevant Section..

Except as amended by this Amendment Order, the Products in the Order(s) detailed in Section D remain(s) unchanged in all other respects and, unless otherwise amended herein, all terms and conditions of these Orders and the Agreement shall continue to apply.

### 3. DEFINITIONS

'Effective Date' as used in this Amendment Order shall be:

- For Section A: Product Additions, the date stated above on which the addition to the Licensed Space and Services takes effect;
  - For Section B: Product Deletions, the date stated above on which the termination of the Licensed Space and Services takes effect;
  - For Section C: Product Changes, the date stated above on which the change to the Licensed Space and Services takes effect;
- or, if no such date is stated above, then the date the Licensed Space is provided or the Services are delivered of this Amendment Order.

'Products' as used in this Amendment Order may also be referred to as Licensed Space and/or Services.

## PRODUCT TERMS





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# EQUINIX ORDER

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Additional terms and conditions applicable to the Products listed above can be found at the following URL: <http://www.equinix.com/resources/product-documents> and are incorporated by reference into this Amendment Order.

Equinix reserves its right to delay any Effective Date for the Licensed Space and Services under this Order unless Equinix receives a signed copy of this Order before the Effective Date stated above.

# EQUINIX ORDER

State of California Department of Technology		Equinix LLC, on behalf of itself and its U.S. Affiliates	
<b>Signature:</b> <u>Darryl Yee</u> <small>Darryl Yee (Mar 26, 2020)</small>	<b>Billing Contact Name:</b> Accounts Payable	<b>Equinix Local Entity Address:</b> One Lagoon Drive, 4th Floor Redwood City CA United States 94065	<b>Signature:</b> 
<b>Name:</b> Darryl Yee <b>Title:</b> IT Supervisor II <b>Date:</b> Mar 26, 2020	<b>Billing Address:</b> CALIFORNIA DEPT OF TECHNOLOGY PO BOX 1810 RANCHO CORDOVA CA United States 95741 <b>Phone Number:</b> <b>Email Address:</b> apinvoices@state.ca.gov		<b>Name:</b> Matthew M Monaco <b>Title:</b> Senior Director, Asset Management <b>Date:</b> 20-Mar-2020