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**ADDENDUM TO THE MASTER SUBSCRIPTION AGREEMENT
WITH COLOGIX US, INC**

THIS ADDENDUM TO THE MASTER SUBSCRIPTION AGREEMENT WITH COLOGIX (hereinafter “Addendum”) is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the “County” or “Customer”), and Cologix US, Inc., in its own capacity or in its capacity as manager and attorney-in-fact of Cologix Data Centers US Issuer, LLC (hereinafter the “Vendor”) hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties desire to enter into a Master Services Agreement for colocation services (hereinafter “Agreement”); and

WHEREAS, the Parties wish to establish additional standard terms and conditions to that Agreement as contained herein; and

WHEREAS, the Parties agree that the terms and conditions hereinbelow shall be incorporated into the Agreement and in the event of any conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum shall prevail.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Agreement as follows:

SECTION 1. CONFLICTING PROVISIONS.

1.1 The Parties agree that in the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail.

SECTION 2. PAYMENT AND INVOICING.

2.1 The County shall pay the Vendor in an amount not to exceed \$27,520.00 for the goods and/or services referenced in Exhibit A. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Chief Innovation Officer or designee and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the

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County to verify compliance with the specifications and conditions of Agreement. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County cannot be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Chief Innovation Officer or techservices@nassaucountyfl.com, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of the Agreement. The Vendor shall be responsible for all expenses incurred while providing goods and/or services under the Agreement including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under the Agreement.

SECTION 3. E-VERIFY.

3.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of the Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under the Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

3.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract.

3.3 Compliance with the terms of the E-Verify program provision is made an express condition of the Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of the Agreement.

**SECTION 4. GOVERNING LAW, VENUE, COMPLIANCE WITH LAWS,
ATTORNEY'S FEES AND CHANGE OF LAWS.**

4.1 The Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under the Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

4.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under the Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under the Agreement.

4.3 The Vendor shall comply with all federal, state, county and municipal laws, ordinances, policies and rules including Title II of the Americans with Disabilities Act and the County's adopted Web Content Accessibility Guidelines (WCAG), version 2.1, level AA.

4.4 In the event of any legal action to enforce the terms of the Agreement each party shall bear its own attorney's fees and costs.

4.5 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects the Agreement or the activities of either party under the Agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate the Agreement by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

SECTION 5. TAXES.

5.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of the Agreement. As such, the Vendor shall refrain from including taxes in any billing. Any questions regarding this tax exemption shall be addressed to the County Manager.

SECTION 6. FUNDING.

6.1 The County's performance and obligation under the Agreement is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 7. PUBLIC RECORDS.

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under the Agreement, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records

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required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

7.2 A request to inspect or copy public records relating to the Agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

7.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

7.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

7.5 If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

7.6 A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent.

7.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

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7.8 In reference to any public records requested under the Agreement, the Vendor shall identify and mark specifically any information which Vendor considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

7.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

7.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

SECTION 8. PUBLIC ENTITY CRIMES.

8.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Agreement.

SECTION 9. INSURANCE.

9.1 The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

9.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the

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County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 10. TAXES, LIENS, LICENSES AND PERMITS.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

SECTION 11. INDEMNIFICATION.

11.1 Any indemnification by the County in the Agreement or any sub agreement, or exhibit thereunder is hereby limited to the limits as set forth in Section 768.28, Florida Statutes.

[Remainder of this page intentionally left blank.]

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IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by its duly authorized representatives, effective as of the last date below.

THE COUNTY:

NASSAU COUNTY, FL

Signature: Taco E. Pope AICP

Print Name: Taco Pope

Title: County Manager

Date: 9/3/2024

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May
DENISE C. MAY, County Attorney

VENDOR:

COLOGIX US, INC., in its own capacity:

George Mansor
(Signature)

George Mansor
(Name)

GM Sales
(Title)

8/26/2024
(Date)

COLOGIX US, INC., as manager and attorney-in-fact for Cologix Data Centers US Issuer, LLC:

George Mansor
(Signature)

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George Mansor

(Name)

GM Sales

(Title)

8/26/2024

(Date)



This NETWORK ACCESS AND SERVICES SCHEDULE (this "Schedule") is made between Cologix US, Inc. with offices located at 1601 19th Street, Suite 650, Denver, Colorado 80202, in its capacity ("Cologix US") or in its capacity as manager and attorney-in-fact of Cologix Data Centers US Issuer, LLC ("Cologix Manager," and Cologix US and/or Cologix Manager, as applicable, are referred herein as "Cologix") and the Board of County Commissioners of Nassau County, Florida, with offices located at 96135 Nassau Place, Yulee FL 32097 ("Customer") as of the latest dated signature below and incorporates and is governed by the terms and conditions of the Master Services Agreement (the "MSA") entered into by the parties. Any terms used herein and not defined herein shall have the meaning given to such terms in the MSA.

1. **Cologix Duties and Obligations.** As more particularly set forth in a Service Order, Cologix shall, subject to the terms and conditions hereof, provide Customer with certain network access and services (the "Network Access and Services"). Any and all access to any network(s) via Cologix must be in compliance with all policies and rules of those networks. Cologix exercises no control whatsoever over the content of any information passing through its networks. Cologix makes no guarantee of end-to-end bandwidth. Cologix cannot guarantee the peering sessions between non-Cologix companies (including, without limitation, Cologix's customers and vendors) and/or networks.

2. **Acceptable Use Policy.** Customer represents and warrants to Cologix that it will at all times comply with Cologix's Network Access and Services Acceptable Use Policy, as amended from time to time (the "Network Access and Services AUP"), by publishing at www.cologix.com.

3. Cologix Support Services.

a. All work requested and instructed by Customer to be performed by Cologix on Customer hardware or software used in connection with the Network Access and Services, will be performed as a "Remote Hands" (defined below) service by Cologix on a time and materials basis, at Cologix's then current Remote Hands rates. In addition, any items not specifically listed on a Service Order will be on a time and materials basis.

b. As used herein, "Remote Hands" shall mean technical tasks performed by Cologix on Customer's equipment. Typical activities provided by the Remote Hands services include, without limitation, rebooting or power-cycling Customer equipment, testing or swapping defective cables, visual reporting on status indicators, reseating or replacement of modular equipment and modem connections for remote access. Remote Hands services may be purchased in monthly blocks of time or ad hoc.

c. Although Cologix technicians are skilled in troubleshooting and repairing a variety of hardware and/or software, prior knowledge of, or training on, a particular system utilized by Customer cannot be guaranteed. Cologix shall not be liable for any losses or damages due to any failure of the equipment or for any loss of data or damages resulting from Remote Hands service.

4. **24x7 Customer Support.** Cologix provides for the coordination and resolution of problems associated with the Network Access

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and Service(s) on a 24x7 basis. Support is limited to the product features included in the Network Access and Service(s) purchased.

5. **Service Description.** Cologix provides the following three (3) types of network connectivity Services, as set forth on the applicable Service Order:

a. **Metro Connect** – A connection provided between two (2) separate Cologix facilities within the same metropolitan market. Each Service Order will include a Cross-Connect (hereinafter defined) in each Cologix facility to provide a complete end-to-end service. There are two (2) primary architectures for Metro Connect Services, to be identified on the applicable Service Order:

- (i) A hosted Ethernet solution utilizing shared Cologix equipment to manage connectivity between data centers, available in various speeds.
- (ii) Passive Wave Fiber, utilizing Dense Wavelength Division Multiplexing ("DWDM") technology providing a single wave of light between the source and destination. In connection with Passive Wave Fiber, Customer must provide its own DWDM capable equipment that conforms to Cologix signal requirements. Speed is determined by the Customer equipment.

b. **Cloud Connect/Access Marketplace** – A hosted connection provided between Customer equipment and a Service Provider ("SP") across Layer 2. This Service is purchased as one or more physical Cloud-Connect ports at 1Gb or 10Gb speeds. Customer shall have the ability to allocate Ethernet Virtual Circuits ("EVC") on those ports to one or more SPs. EVC pricing is based on which of the following connection types is provided:

- (i) **Local** – The SP is located in the same facility or market as the customer's deployment. The Service is provided entirely from Cologix owned equipment.
- (ii) **Extended** – The SP is located in a remote metropolitan market and/or via a separate network provider and Cologix will extend Service for Customer to that SP utilizing leased or resold network services from a carrier partner.

c. **IP Bandwidth** – A public internet bandwidth Service comprised of multiple carriers with diverse upstream feeds served via redundant equipment. Customer has the ability to order non-redundant IP Bandwidth Services (i.e. a single Cross-Connect to half of the redundant equipment) or redundant IP Bandwidth Services (i.e. two (2) Cross-Connects, one to each side of the redundant equipment), in each case as set forth on the Service Order. Customer can purchase this Service in either of two (2) payment models - Burstable or Fixed bandwidth:

- (i) **Burstable** – Customer commits to a minimum bandwidth but is provided the flexibility to burst over that minimum

at a higher cost per Mb, measured at the 95th percentile as more particularly set forth in Section 6 below.

- (ii) Fixed - Customer commits to a fixed bandwidth cap, measured at the 95th percentile, and Cologix limits usage beyond this cap.

As used in this Schedule, a "Cross-Connect" shall mean a cable within a Cologix facility that connects customer equipment within a cabinet or cage to equipment outside of that cabinet or cage.

6. Burstable Billing Calculation and Charges.

a. For Burstable IP Bandwidth Services, the Total Utilized Bandwidth (defined below) is derived from a 95th percentile (95%) calculation as described below. The bandwidth utilized by Customer over and above the committed bandwidth amount set forth in the applicable Service Order (the "Burstable Bandwidth"), will be billed by Cologix to Customer at 100% of the committed bandwidth rate set forth in the applicable Service Order pursuant to the calculation set forth below in this Section 6.

b. At the end of each calendar month during the term of a Service Order, Cologix shall calculate the Burstable Bandwidth Charge (defined below) for such calendar month of all circuits for which Customer has ordered Burstable IP Bandwidth Services, pursuant to the following formula:

- (i) "Burstable Bandwidth Charge" = (Total Utilized Bandwidth – the total committed bandwidth set forth in the applicable Service Order) x (the specified burst rate set forth in the applicable Service Order per Mbps for Circuits (or, if none specified, the committed bandwidth rate set forth in the applicable Service Order per Mbps for Circuits)).

- (ii) "Total Utilized Bandwidth" shall be calculated as follows: Cologix shall poll the Cologix routers for ingress and egress usage on each respective circuit approximately every five minutes. The ingress and egress numbers for each poll shall be stack ranked. At the end of each calendar month during the term of a Service Order, the top 5% of the aggregate ingress and egress usage numbers shall be discarded. The next highest measurement, the greater of the ingress or egress, shall constitute the Total Utilized Bandwidth for the applicable circuits for the applicable calendar month.

c. Customer shall not receive the benefit of any volume price discounts set forth in a Service Order if the volume threshold is surpassed due to Burstable Bandwidth.

7. Network Service-Level Agreement.

a. The purpose of this network service-level agreement (this "SLA") is to define the network service levels and operational specifications that Cologix will provide to Customer with respect to each category of Network Access and Services. Specifics as to the Network Access and Services to be provided to the Customer are set forth in the applicable Service Order, which is incorporated into and made a part hereof.

b. Cologix network environments will be available on a 7 (day) x 24 (hour) x 365 (day) basis, except for Excluded Outages (defined below).

c. Customer will not receive the benefit of the Network SLAs set forth in this Section 7 unless Customer has ordered from Cologix, and actively maintains, redundant, diverse connections to the applicable network Services provided. For further clarity,

Cologix does not provide any SLA for single port solutions ordered by Customer.

d. Availability will be calculated monthly using total actual minutes available divided by total possible minutes available, but shall exclude, in all instances, any Excluded Outages. Performance measurements will exclude CPE.

e. Cologix levels for network availability are as follows:

Metro Connect	
Type	Availability
Redundant Ethernet	99.99%
Redundant Passive Wave	99.99%

Cloud Connect / Access Marketplace	
Type	Availability
For Redundant ports with Redundant EVCs only	99.99%

Blended Internet	
Type	Availability
Redundant Fixed	99.99%
Redundant Burstable	99.99%

f. If, as a direct result of Cologix' actions or inactions, the network Service(s) provided by Cologix fail to meet the specified performance levels stated above, then, as Customer's sole and exclusive remedy, and Cologix' sole obligation, for such failure, Customer shall receive a Service credit equal to 10% of the monthly recurring charge for the affected Service (i.e. network Service charge only) for each separate incident up to a maximum of 30% for the affected month in accordance with the Service Order for such affected Service.

g. To request a credit, Customer must deliver a written request to Cologix within thirty (30) days of the end of the month for which a credit is requested. The request must detail the time period of the outage and include all appropriate documentation evidencing the outage. Customer shall open a trouble-ticket with Cologix in connection with any such outage.

h. If at any time Customer is in default under the Agreement, Customer will not be entitled to any credit.

i. Notwithstanding anything herein to the contrary, credit will not be issued under this SLA for any outage that, as determined by Cologix in its reasonable judgment, results from any of the following: (i) scheduled maintenance announced at least forty-eight (48) hours in advance; (ii) emergency maintenance (for security or router instability (or related) type patches or modifications); (iii) a violation of the Network Access and Services AUP in existence on the date of such circumstances giving rise to such credit; (iv) any other event or condition not wholly within the control of Cologix; (v) any act or omission, directly or indirectly, of Customer or its employees, agents, contractors or representatives or by Customer's or its employees, agents', contractors' or representatives' equipment; (vi) viruses; (vii) any failures that cannot be corrected because



Customer is inaccessible; (viii) any violation by Customer of Cologix security precautions or measures; or (ix) any attack against Customer equipment/servers (clauses (i) through (ix) above, collectively, the "Excluded Outages").

j. In the event that emergency maintenance is required, Cologix will not be obligated to provide advance notice to Customer but shall notify Customer as soon as reasonably possible.

8. **Customer Non-Interference; Indemnification.** Without limiting anything set forth in Section 7 hereof, Cologix shall not be responsible for acts or omissions of Customer or its employees, agents, contractors or representatives that result in failure of, or disruption to, the Services unless such acts or omissions were done in accordance with instructions given to Customer by Cologix. Customer agrees that neither Customer nor its employees, agents, contractors or representative shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures of Cologix relating to the Cologix facilities or any Cologix equipment. Any such attempts may, among other things, cause disruption to the Services. Subject to the limits set forth in Section 768.28, Florida Statutes, Customer will be responsible for, and will indemnify Cologix for, any damage or service interruptions caused by Customer or its employees, agents, contractors or representatives in violation of these provisions, including, without limitation, any damage to any Cologix provided equipment. Further, Customer will pay Cologix, at Cologix' then current remote hands rates, for all remedial services resulting from Customer's actions.

9. **Anti-Long Straw.** Customer acknowledges the investment Cologix has made in its carrier neutral meet-me-rooms. In connection with the foregoing, Customer agrees that it shall not be permitted to utilize the network Services provided to Customer under this Schedule to transport connections to carriers within a Cologix meet-me-room to locations outside the Cologix facility for the sole purpose of direct third (3rd) party network resale or transfer to another party that is not also physically present in the Cologix meet-me-room, in all events without the prior written approval of a Cologix executive. If Customer breaches this Section 9, Cologix shall have the right to immediately suspend the network Services that are the cause of such breach.

IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized representatives.

COLOGIX US, INC., in its own capacity:

George Mansor

(Signature)

George Mansor

(Name)

GM Sales

(Title)

8/26/2024

(Date)

NETWORK ACCESS AND SERVICES SCHEDULE

**COLOGIX US, INC., as manager and attorney-in-fact for
Cologix Data Centers US Issuer, LLC:**

George Mansor

(Signature)

George Mansor

(Name)

GM Sales

(Title)

8/26/2024

(Date)

CUSTOMER:

Taco E. Pope AICP

(Signature)

Taco Pope

(Name)

County Manager

(Title)

9/3/2024

(Date)

Exhibit "A"



1601 19th Street, Suite 650
Denver, Colorado 80202

Service Order

Nassau County Board of County
Commissioners
Attn: Norman Kennedy
96135 Nassau Pl
Yulee, FL 32097
United States

Service Order

Service Order #: **Q-01223**

Date: 7/25/2024

Sales Rep: Evan Olsen

All Quotes are valid for 30 calendar days unless otherwise noted

Service Details / Jacksonville : JAX2

RECURRING CHARGES

Description	Service Term (In Months)	Qty	Rate	Amount
Standard Cabinet	12	1.00	USD 350.00	USD 350.00
AC 30A 120V (A+B) UPS - 2.88kW	12	1.00	USD 435.00	USD 435.00
Cross Connect - Copper	1	1.00	USD 250.00	USD 250.00
Internet Bandwidth Fixed 250 mb	12	250.00	USD 2.50	USD 625.00
IPv4 Addresses	12	16.00	USD 2.00	USD 32.00
Cross Connect - Fiber	1	1.00	USD 350.00	USD 350.00
				USD 2,042.00

NON RECURRING CHARGES

Description	Qty	Rate	Amount
Space Installation	1.00	USD 850.00	USD 850.00
Power Installation	1.00	USD 1,150.00	USD 1,150.00
Interconnection Installation	1.00	USD 500.00	USD 500.00
Network Installation	250.00	USD 0.00	USD 0.00
Network Installation	16.00	USD 1.00	USD 16.00
Interconnection Installation	1.00	USD 500.00	USD 500.00
			USD 3,016.00

Notes

(1) Cabinet
(1) 30a120v a+b
Customer provided PDUs
(1) 250Mbps Cologix Internet (first copper cross connect included)
(1) Redundant copper cross connect for cologix internet
(1) /28 block of IP

Terms and Conditions

This Service Order shall be binding as of the latter-dated signature below. The term of this Service Order, as set forth above in the "Service Details" section (the "Term"), shall commence on the date Customer's ordered Services are available for use by Customer (the "Service Commencement Date").

This Service Order is made subject to the terms and conditions of the master services agreement and related services schedule between Customer and Cologix, or, if no direct master services agreement and related services schedule exists directly between Cologix and Customer, then this Service Order is made subject to the terms and conditions of the master services agreement and related services schedule between any Customer Affiliate and Cologix or any Cologix Affiliate (as amended, the "Agreement"). By signing this Service Order, each of Cologix and Customer agree that they will be deemed direct counterparties under the Agreement with respect to this Service Order such that each party can enforce its rights under the Agreement in connection with this Service Order. Further, each party to this Service Order acknowledges and agrees that the terms and conditions of the Agreement are incorporated as if expressly set forth herein, and this Service Order, with such terms and conditions of the Agreement incorporated, constitutes a standalone contractual arrangement between Cologix and Customer hereunder for all purposes, including as required to enforce each party's rights and obligations in connection with this Service Order. At Cologix's option, Cologix and Customer will execute a separate master services agreement with the same terms and conditions as the Agreement. If at any time no master services agreement or services schedule is currently in place between Cologix and Customer or between Customer Affiliate and Cologix or any Cologix Affiliate, then Customer and Cologix expressly agree that this Service Order shall be subject to the terms and conditions of the applicable (based on the geographic location of the services being provided under this Service Order) master services agreement and services schedule, each of which in the form available at www.cologix.com/cologix-contracts/ as of the date hereof and which collectively shall be deemed the "Agreement" for all purposes under this paragraph in connection with this Service Order.

Notwithstanding anything to the contrary in the agreement between the parties, during the Term, all service fees identified above shall increase on each 12-month anniversary of the Service Commencement Date in an amount equal to the greater of three percent (3%) or CPI. Such increase shall be automatically invoiced to Customer upon each 12-month anniversary of the Service Commencement Date.

Each of Customer and Cologix hereby consents to the execution of this Service Order by electronic means, including, without limitation, via Adobe e-signature products, and agrees that any such signature shall be deemed an original for all purposes hereunder.

Cologix US, Inc. as manager and attorney-in-fact of the Affiliate that owns the data center identified above in this Service Order

Agreed to by Customer's Authorized signatory:

Signature: George Mansor
Print Name: George Mansor
Title: GM Sales
Date: 8/26/2024

Signature: Taco E. Pope AICP
Print Name: Taco Pope
Title: County Manager
Date: 9/3/2024



This COLOCATION SPACE AND SERVICES SCHEDULE (this "Schedule") is made between Cologix US, Inc. with offices located at 1601 19th Street, Suite 650, Denver, Colorado 80202, in its own capacity ("Cologix US") or in its capacity as manager and attorney-in-fact of Cologix Data Centers US Issuer, LLC ("Cologix Manager," and Cologix US and/or Cologix Manager, as applicable, are referred herein as "Cologix") and the Board of County Commissioners of Nassau County, Florida with offices located at 96135 Nassau Place, Yulee FL 32097 ("Customer") as of the latest dated signature below and incorporates and is governed by the terms and conditions of the Master Services Agreement (the "MSA") entered into by the parties. Any terms used herein and not defined herein shall have the meaning given to such terms in the MSA.

1. **Grant of License.** Cologix grants to Customer the right and non-exclusive license to occupy the colocation space identified in the Service Order (the "Customer Space") during the term identified in the Service Order, solely for the Permitted Uses (as defined below). Notwithstanding the foregoing, Customer acknowledges that it does not have, has not been granted and will not hold any real property interest in the Customer Space or the facility and that Customer is a licensee and not a tenant or lessee of the Customer Space. This license shall be subordinate to any lease between Cologix and its landlord.
2. **Use of Customer Space.**
 - a. Customer shall use the Customer Space solely for the purpose of (i) installing Customer's equipment in the Customer Space, (ii) maintaining the equipment, (iii) operating the equipment and (iv) removing the equipment (collectively, the "Permitted Uses"). In connection with the foregoing, Customer shall maintain the Customer Space in an orderly and safe condition, in accordance with nationally published OSHA standards, and shall return the Customer Space to Cologix in the same condition (reasonable wear and tear excepted) as when such colocation space was delivered to Customer. Customer shall perform the Permitted Uses at its sole cost and expense.
 - b. Customer will ensure that its officers, employees, technicians, agents, representatives, contractors and visitors who are involved in the installation, operation, maintenance and removal of the equipment, or who are granted access to the Customer Space, comply with the Policies and Procedures.
3. **Cologix Maintenance.** Cologix shall perform janitorial services, environmental systems maintenance, power plant maintenance, fire system maintenance and other actions as are reasonably required to maintain the Customer Space in a condition that is suitable for the placement of communications and networking equipment.
4. **Equipment Cabinets, Racks, Cages and Private Suites.** Cologix will provide equipment cabinets, racks, cages and/or private suites as specified in each Service Order. Any Customer-provided racks shall be subject to Cologix's prior approval.

COLOCATION SPACE AND SERVICES SCHEDULE

5. **Power Threshold**
 - a. Total Customer Space size is determined in part by the deployed power density of the facility and the amount of power purchased by Customer.
 - b. Cologix shall exclusively provide any AC or DC power circuits for the Customer Space in accordance with the Service Order. It shall be Customer's responsibility to manage the power draw on each circuit and each fuse, and Cologix shall not be liable for any outage or damage to Customer's equipment or applications should Customer exceed the circuit or fuse rating; provided, however, that Cologix shall have the right, on an ongoing basis, to monitor Customer's power draw pursuant to Section 6 below. Customer-provided power strips used for remote control or other additional functionality must be approved for use in advance by Cologix.
6. **Power Models**

Per Circuit Model. Customer acknowledges and agrees that Customer shall not be permitted to draw power on any such circuit in excess of the Power Circuit Threshold, as measured by Cologix. If at any time Customer exceeds the Power Circuit Threshold, Cologix reserves the right (at any time thereafter) to send a written notice to Customer of such excessive use (each, a "Power Notice") and Customer shall have a period of ten (10) days from receipt of such Power Notice to reduce Customer's power draw below the Power Circuit Threshold. If Customer fails to cure such excessive power use within the ten (10) day period set forth above, then Cologix shall have the right, at its option, to either (i) upon not less than five (5) business days' prior written notice to Customer, terminate the applicable Service Order with Customer if the power being used by Customer in excess of the Power Circuit Threshold is not available at the applicable facility, or (ii) without any additional notice to Customer, immediately begin charging Customer for an additional power circuit at the same configuration as the circuit triggering such excessive power use for the remainder of the term of the applicable Service Order, which additional circuit charge shall be reflected on Customer's next succeeding monthly invoice and shall be payable by Customer to Cologix pursuant to the terms of the Agreement. In addition to the foregoing, if at any time during the term of the Agreement Customer receives three (3) or more Power Notices from Cologix (whether or not Customer has cured the related excessive power use), Cologix shall have the right, without additional notice, to begin charging Customer for an additional power circuit, which additional circuit charge shall be reflected on Customer's next succeeding monthly invoice and shall be payable by Customer to Cologix pursuant to the terms of the Agreement.
7. **Access and Security.**
 - a. Cologix will provide physical access by Customer to Cologix's facility 24 hours a day, 7 days a week, pursuant to the Policies and Procedures.
 - b. Unless otherwise agreed in writing by the parties, Cologix retains the right to access the Customer Space at any time and for any reason, including, without limitation, to perform

maintenance and repairs, to inspect equipment, to measure power draw and to perform the contracted Service(s).

c. Cologix will provide and maintain in working condition security devices, as described in the Policies and Procedures.

8. **24x7 Customer Support.** Cologix provides for the coordination and resolution of problems associated with the Service(s) on a 24x7 basis. Support is limited to the product features included in the Service(s) purchased.

9. **Onsite Technical-Support Services.**

a. Upon Customer request, Cologix technicians are available to perform various "Remote Hands" technical tasks on Customer's equipment. Typical activities provided by the Remote Hands services include, without limitation, rebooting or power-cycling Customer equipment, testing or swapping defective cables, visual reporting on status indicators, reseating or replacement of modular equipment and modem connections for remote access.

b. Remote Hands services may be purchased in monthly blocks of time or ad hoc.

c. Although Cologix technicians are skilled in troubleshooting and repairing a variety of equipment, prior knowledge of, or training on, a particular system utilized by Customer cannot be guaranteed. Cologix shall not be liable for any losses or damages due to any failure of the equipment or for any loss of data or damages resulting from Remote Hands service.

d. Cologix shall have no liability with respect to any shipment (a shipment may comprise of one or more boxes) from Customer (or a third party on behalf of, or for, Customer) that is received and/or stored by Cologix on Customer's behalf, regardless of the cause of any damage thereto. The receiving and handling of packages by Cologix is being done for convenience purposes only. Customers must provide their own insurance for all equipment being shipped, stored, or otherwise located at the any of the Cologix facilities.

10. **Colocation Service-Level Agreement.**

a. Cologix shall maintain 100% Service availability for redundant power Services and 99.99% Service availability for non-redundant power Services.

b. For any billing month in which Cologix fails to meet the foregoing SLA with respect to power, Customer will, subject to the "Excluded Outages" (as defined below), receive, as its sole and exclusive remedy and Cologix's sole obligation for such failure, credit to its account based on the actual duration of the interruption of such power Service. Cologix's maintenance logs and trouble-ticketing systems will be used for calculating any SLA credits. The amount of credit is stated below as a percentage of the monthly recurring charges due to Cologix for such affected Service for the applicable calendar month.

Services Availability (measured over calendar month)	Redundant Power Credit	Non-Redundant Power Credit
Uptime of 100%	None	None
Uptime of 99.999% - 99.990%	10%	None
Uptime of < 99.990% - 99.900%	25%	10%
Uptime of < 99.900% - 95.000%	50%	25%
Uptime of < 95.000%	100%	50%

c. To request a credit, Customer must deliver a written request to Cologix within thirty (30) days of the end of the month for which a credit is requested.

d. If at any time Customer is in default under the Agreement, Customer will not be entitled to any credit. Customer is limited to receiving an aggregate credit of 100% of the monthly recurring charges due to Cologix for the applicable calendar month for the affected Service.

e. Notwithstanding anything to the contrary set forth herein, credit will not be issued under this SLA for any outage that, as determined by Cologix in its reasonable judgment, results from any of the following: (i) Customer-initiated changes, whether implemented by Customer or Cologix on behalf of Customer; (ii) a violation of the Policies and Procedures in existence as of the date of such circumstances giving rise to such credit; (iii) any other event or condition not wholly within the control of Cologix; (iv) viruses; (v) any Cologix scheduled maintenance announced at least forty-eight (48) hours in advance, up to an accumulated total of eight (8) hours per month; (vi) any emergency maintenance announced at least sixty (60) minutes in advance, up to an accumulated total of two (2) hours per month; (vii) any failures that cannot be corrected because Customer is inaccessible.

11. **Anti-Long Straw.**

a. Customer is required to order and maintain space and power Services from Cologix prior to Customer being permitted to order interconnection Services from Cologix. Such interconnection Services may only be ordered when originating from the same Cologix facility where Customer is physically colocated.

b. Customer shall not be permitted to transport connections to locations outside the Cologix facility for the sole purpose of direct third party network resale or transfer to another party that is not also physically present in the Cologix meet-me-room.

c. Any attempt to achieve connectivity that violates this Section 11, as determined by Cologix, shall be a material breach of the Agreement, entitling Cologix to immediately suspend Customer's Services set forth herein, in addition to all other remedies available to Cologix under the Agreement or at law or in equity, including, but not limited to, the right to immediately begin charging Customer a recurring premium surcharge on the monthly recurring charge for such breaching interconnection Service until the termination of such breach.

12. **Changes.** Cologix reserves the right to relocate, change or otherwise substitute replacement space for the Customer Space, at any time during the term hereof, provided that the replacement space is substantially similar in size and configuration to the original Customer Space. Any related direct out-of-pocket costs shall be at Cologix's sole expense.

13. **Termination of Use.** Cologix shall have the right to terminate Customer's use of the Customer Space or the Service(s) delivered therein in the event that: (a) Cologix's rights to use the facility in which the Customer Space is located terminates or expires for any reason; (b) Customer is in default hereunder; (c) Customer makes any material alterations to the Customer Space without first obtaining the prior written consent of Cologix; or (d) Customer violates the Policies and Procedures. With respect to (b), (c), and (d) above, unless, in Cologix's sole opinion, Customer's actions interfere or have the potential to interfere with other Cologix customers or present significant



COLOCATION SPACE AND SERVICES
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operational risks, Cologix shall provide Customer with notice and a thirty (30) day opportunity to cure before terminating Customer's right to the Customer Space.

14. **Release of Landlord.** Customer hereby agrees to release Cologix's landlord (and its agents, subcontractors and employees) from all liability relating to Customer's access to, and use and occupancy of, the Customer Space and the facility in which it is located, except to the extent of any gross negligence or intentional misconduct of such landlord.

IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized representatives.

COLOGIX US, INC., in its own capacity:

George Mansor
(Signature)
George Mansor
(Name)
GM Sales
(Title)
8/26/2024
(Date)

**COLOGIX US, INC., as manager and attorney-in-fact for
Cologix Data Centers US Issuer, LLC:**

George Mansor
(Signature)
George Mansor
(Name)
GM Sales
(Title)
8/26/2024
(Date)

CUSTOMER:

Taco E. Pope, AICP
(Signature)
Taco Pope
(Name)
County Manager
(Title)
9/3/2024
(Date)



Master Services Agreement

This MASTER SERVICES AGREEMENT (this "MSA") is entered into by and between Cologix US, Inc., with offices located at 1601 19th Street, Suite 650, Denver, Colorado 80202, in its own capacity ("Cologix US") or in its capacity as manager and attorney-in-fact of Cologix Data Centers US Issuer, LLC ("Cologix Manager," and Cologix US and/or Cologix Manager, as applicable, are referred to herein as "Cologix") and Board of County Commissioners of Nassau County, Florida with offices located at 96135 Nassau Place, Yulee FL 32097 ("Customer") as of the latest dated signature below (the "Effective Date"), and consists of and is subject to the general terms and conditions set forth in this MSA and all Schedules and Service Orders (each as defined below) that are attached to this MSA or are subsequently entered into by the parties hereto (collectively, the "Agreement").

1. **Services.** Cologix provides the services (the "Services"), in accordance with the general terms and conditions set forth in this MSA, as well as the terms and conditions set forth on the schedule(s) referencing this MSA, and attached hereto or executed hereafter (each, a "Schedule"). This Agreement shall apply to all Services provided to Customer by Cologix.
2. **Service Orders.** Cologix will perform the Services specified in any written order between Cologix and Customer that is signed by both parties or, with respect to cross-connects only, any email order that is sent by Customer and confirmed by Cologix via email (each, a "Service Order"). Each Service Order shall identify the Services to be provided by Cologix to Customer, the recurring charges and any non-recurring charges for such Services and the term during which such Services are to be provided. Service Orders under this MSA may be entered into and performed by Cologix and/or any of its Affiliates (as defined below), but shall not be used to govern Service(s) provided by any Affiliate of Cologix in a country outside of the United States. As used herein, "Affiliate" shall mean any entity controlled by, controlling or under common control with the applicable party. Notwithstanding anything to the contrary set forth herein, Customer expressly acknowledges and agrees that each of Cologix US and Cologix Manager are severally, and not jointly and severally, liable for its respective obligations under the Agreement in connection with the Services it provides to Customer, as set forth in an applicable Service Order.
3. **Representations and Warranties.**
 - a. Cologix represents and warrants to Customer that: (i) the Agreement constitutes a valid and binding obligation of Cologix that does not violate any other agreement between Cologix and any other person, (ii) Cologix will provide the Services in compliance with all applicable laws, rules and regulations; and (iii) Cologix will perform the Services in a workmanlike manner.
 - b. Customer represents and warrants to Cologix that: (i) the Agreement constitutes a valid and binding obligation of Customer that does not violate any other agreement between Customer and any other person, (ii) Customer will use the Service(s) in compliance with all applicable laws, rules and regulations; and (iii) Customer will comply with Cologix's Policies and Procedures: Facility User Guide, as amended from time to time ("Policies and Procedures"), by publishing at www.cologix.com and posting at Cologix's facilities.
 - c. If Customer intends to resell or sublicense the Service(s), Customer further covenants that Customer (i) will not resell or sublicense the Service(s) without Cologix's prior written consent, (ii) will remain liable for the payment of all charges due under each Service Order and all acts or omissions of any sublicensee of Customer shall be attributable to Customer under the Agreement, and (iii) subject to the limits set forth in Section 768.28, Florida Statutes, will indemnify, defend and hold Cologix harmless from claims made against Cologix by any third party to whom Customer resells or sublicenses the Service(s).

- d. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY COLOGIX, AND COLOGIX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER IS SOLELY RESPONSIBLE FOR AND COLOGIX EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES OF ANY KIND RELATING TO CUSTOMER'S SOFTWARE AND HARDWARE, INCLUDING THIRD-PARTY SOFTWARE AND/OR HARDWARE LICENSED BY CUSTOMER.

4. Billing; Payment of Invoices; Taxes.

- a. Cologix will inform Customer in writing, including, without limitation, email communication, that Customer's ordered Service(s) are available for use by Customer (the "Service Commencement Notice"). Upon receipt of such notice, Customer shall have a period of seventy-two (72) business hours (the "Acceptance Period") to confirm that the Service(s) have been installed and made available to Customer in accordance with the specifications, if any, set forth in the Service Order. Unless Customer delivers written notice to Cologix within such seventy-two (72) business hour period that the Service(s) is not installed in accordance with the specifications, if any, set forth in the Service Order (a "Defect Notice"), which Defect Notice shall contain reasonable description of the alleged defects in the Service(s), billing shall commence following the expiration of the Acceptance Period (the "Service Commencement Date"), regardless of whether Customer is prepared to accept delivery of the ordered Service(s). In the event that Customer timely provides a Defect Notice, then Cologix shall correct any deficiencies in the Service(s) and deliver a new Service Commencement Notice to Customer, after which the process stated above will be repeated. Notwithstanding the foregoing, if Customer has not provided Cologix with its final power configuration with respect to the ordered power Service(s) within ten (10) business days of Customer's execution of the applicable Service Order, Customer acknowledges that Cologix shall have the right to deliver the Service Commencement Notice and commence billing for the Service(s) despite the fact that the power Service(s) are not available to Customer for Customer's use.
- b. Unless otherwise specified in the applicable Service Order, any non-recurring charges will be invoiced by Cologix following the installation of the Services set forth in the applicable Service Order. Recurring charges will be billed monthly in advance, except for usage-based charges, which are billed in arrears. Billing for partial months will be prorated based on a calendar month.
- c. All amounts payable under the Agreement shall be payable pursuant to the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. Cologix reserves the right to, without limitation, suspend the performance of the Service(s), restrict Customer's access to the Customer Space (and Customer's equipment therein), refuse to provide any new Service(s) requested by Customer, and/or exercise any termination rights it has under this MSA. The failure to pay amounts owed under a Service Order when due shall be considered a material breach of the Agreement.
- d. If Customer reasonably disputes an invoice, Customer must submit written notice of the disputed amount within thirty (30) days of the date of the disputed invoice (with details of the nature of the dispute and the Service(s) and invoice(s) disputed). If the dispute is resolved against Customer, Customer shall pay the disputed amount.
- f. All charges for Service(s) are exclusive of applicable taxes and fees. Customer is entitled to an exemption from any Taxes and Customer will present Cologix a valid exemption certificate (in a form reasonably acceptable to Cologix). Cologix will give effect to any valid exemption certificate provided by Customer in accordance with the foregoing

sentence to the extent it applies to any Service billed by Cologix to Customer following Cologix's receipt of such exemption certificate.

- g. Customer acknowledges that the Services furnished pursuant to the Agreement may be, in part, delivered through the use of local exchange carrier tariffed rates and other charges of third party providers (the "Third Party Charges"). These charges may increase over time if the local exchange carriers or other third party providers make adjustment to rate structures or the Third Party Charges are adjusted to comply with any regulatory action. Cologix reserves the right to modify its rates for any Services provided under the Agreement to reflect any increases in Third Party Charges applicable to the Services as set forth herein, provided any such increase is made proportionally and made without markup or other administrative charge by Cologix. Prior to making any such increase, Cologix shall deliver notice (which may be sent by email) of such increase to Customer and shall provide the County at a minimum ninety (90) days written for that adjusted payment.

5. Term, Termination; Expiration.

- a. Unless otherwise specified in a Service Order, all Service Orders shall automatically renew for successive terms equal to twelve (12) months in length, except for Service Orders that have month to month terms which shall automatically renew for successive one-month terms (each a "Renewal Term"), unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current term ("Non-Renewal Notice Period"). Cologix may increase any charges payable by Customer to Cologix with respect to any such Renewal Term by providing ninety (90) day's written notice of the new applicable charges prior to the end of the then-current term.
- b. Either party may terminate the Agreement or any Service Order, (i) if the other party fails to perform or breaches any material term or condition of the Agreement (other than as provided below) and does not cure such breach within thirty (30) days (ten (10) days for late payment of fees) following the receipt of a written notice from the non-breaching party specifying the nature of the breach in reasonable detail and stating such party's intention to terminate the Agreement and/or Service Order, as applicable; or (ii) the other party has had an Insolvency Event. If Customer terminates the Agreement or any Service Order for convenience prior to the end of the applicable term thereof, then Customer shall be required to provide not less than thirty (30) days' prior written notice to Cologix of such termination, and, prior to the effective date of such termination (and prior to Customer's removal of its equipment and personal property from the applicable Cologix facility), Customer shall pay to Cologix all charges incurred up and until the date of termination. Notwithstanding the foregoing, Customer's sole remedies for Service outages, failures or defects are contained in any service level agreement(s) ("SLAs") included in any Schedule, if any.
- c. Within five (5) business days following the expiration, or the earlier termination, of the Agreement or any Service Order, Customer shall remove all of its equipment and other personal property (which shall include any hardware or software licensed by Customer from a third party) from Cologix's facility(ies). If Customer fails to remove its equipment or other personal property, Cologix may, without prior notice to Customer, disconnect, remove and dispose of Customer's equipment or other personal property at Customer's expense.
- d. In the event of any change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of the Service(s), Cologix and Customer will negotiate, in good faith, regarding how to address the change and, in the event that the parties are unable to reach agreement within thirty (30) days after Cologix's delivery of written notice requesting negotiation, then (i) Cologix may modify the Agreement upon written notice, to the extent necessary to address such change, or terminate the Agreement, and (ii) if Cologix elects to modify the Agreement, Customer may terminate the affected Service(s) by

delivering written notice of termination to Cologix no later than thirty (30) days after its receipt of Cologix's notice.

6. Limitation of Liability. Except to the extent a party has an indemnification obligation to the other party or has acted with gross negligence or willful misconduct, in no event will either party be liable to the other party for any indirect, consequential, incidental, special or punitive damages, or, without limitation, loss of use, interruption of business, loss of data or loss of profits, arising out of or in any way connected with the Agreement or the Service(s), even if the relevant party has been advised of the possibility of such damages.

7. Indemnification. Subject to the limits as set forth in Section 768.28, Florida Statutes, each party agrees to indemnify the other party, its Affiliates, and their respective officers, directors, members, shareholders, employees, agents, assigns and successors, and shall hold them harmless against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) resulting from a third party claim or a regulatory or statutory violation, arising out of or alleged to have arisen out of, (a) such party's breach of its obligations, representations or warranties under the Agreement, or (b) bodily injury, death or property damage caused by such party. The indemnified party agrees to give prompt written notice to the indemnifying party of any such claim; provided, that any delay in furnishing such notice shall not discharge the indemnifying party from its indemnification obligation hereunder, except to the extent such delay results in actual prejudice to the indemnifying party. The indemnifying party shall undertake and conduct the defense of any claim so brought. The indemnifying party shall keep the indemnified party advised of the progress of any such claim and the indemnified party shall have the right to participate in such claim at its own expense. If the indemnifying party shall fail to take timely action to defend any such claim then the indemnified party may defend such claim at the indemnifying party's expense. The indemnifying party shall not have the right to settle, compromise or otherwise enter into any agreement regarding the disposition of any claim without the indemnified party's prior written consent, which may not be unreasonably withheld, delayed or conditioned, except for a claim solely for monetary damages.

8. Insurance. Customer agrees to keep in full force and effect during the term of the Agreement: (a) comprehensive general liability insurance, including contractual liability insurance and defense outside of the limits, in an amount not less than One Million Dollars \$1,000,000 per occurrence and \$2,000,000 aggregate, (b) "Special Causes of Loss" (formerly known as "All Risk") Property insurance covering all of Customer's personal property located at any of Cologix's facilities and (c) workers' compensation insurance in an amount not less than that required by applicable law and Employer's Liability with limits of at least Five Hundred Thousand Dollars (\$500,000) each accident, disease each employee, disease policy limit. Customer acknowledges that (x) it retains the risk of loss for, or damage to, its equipment and other personal property located at any of Cologix's facilities and (y) Cologix's insurance policies do not provide coverage for Customer's equipment or other personal property. Customer shall cause the insurance company issuing such policies to issue a certificate to Cologix confirming that such policies are in full force and effect during the term of the Agreement. Customer shall confirm that before any cancellation or material modification, Cologix will be provided with thirty (30) days prior written notice. Customer shall require any contractor, customer or other third party entering a Cologix facility on Customer's behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer and as required and approved by Cologix, acting reasonably.

9. Confidential Information. Subject to the provisions of Section 7 of the Addendum to the Master Subscription Agreement with Cologix US, Inc., a copy of which is attached hereto and Chapter 119, Florida Statutes, "Confidential Information" shall mean the content of the Agreement and any related documents, and any and all technical and non-technical information that is provided by one party or its subsidiaries or affiliates to the other party or such other party's subsidiaries or affiliates, whether in graphic, electronic, written or

oral form: (a) that is identified by the disclosing party as being proprietary and/or confidential; or (b) that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be recognized by the receiving party as confidential or proprietary and treated as such. For the avoidance of doubt, Cologix's Confidential Information shall include, but not be limited to, pricing and terms relating to the Customer Space and Service(s) and any audit or compliance reports provided by Cologix to Customer. Each party agrees that (i) Confidential Information is confidential and constitutes proprietary information of the disclosing party and (ii) it shall not disclose, and it shall cause its customers, sub-licensees, partners, officers, directors, shareholders, employees, brokers, auditors and attorneys to not disclose any Confidential Information to any other person without first obtaining the prior written consent of the disclosing party; provided, however, the parties shall have no obligation to maintain the confidentiality of information that: (i) was received by it from a third party without an obligation of confidentiality; (ii) is or becomes available to the general public through no breach of this Agreement by the receiving party or was in the public domain at the time it was communicated to the receiving party by the disclosing party through no breach of an obligation of confidentiality by the receiving party; (iii) is approved in writing for release by the disclosing party, but only to the extent of such authorization; or (iv) is independently developed by the receiving party or was in the receiving party's possession free of any obligation of confidentiality at the time it was communicated to the receiving party. Additionally, each party shall have the right to disclose Confidential Information without the consent of the other party to the extent required, but only to the extent required, by law, oral questions, interrogatories, requests for information or other documents in legal proceedings, subpoena, civil investigative demand, regulatory process or any other similar process ("Legal Disclosure"). If the receiving party or its representatives are requested or required to make a Legal Disclosure, such party shall, to the extent permitted by applicable law, provide the disclosing party with prompt notice of any such request or requirement so that the disclosing party has an opportunity to seek a protective order or other appropriate remedy at its sole expense, or waive compliance with the provisions of this Agreement. If the disclosing party has not secured a protective order or other appropriate remedy, and receiving party or its representative are nonetheless legally compelled to disclose any Confidential Information, receiving party or its Representatives, as applicable, may disclose that portion of the Confidential Information that it reasonably believes is necessary to be disclosed. Each party acknowledges that if it discloses any Confidential Information in breach of this Section 9 that the disclosing party may suffer irreparable harm and that money damages may not be a sufficient remedy. Receiving party further acknowledges that the disclosing party shall be entitled to seek to obtain equitable relief, including injunction and specific performance, without the necessity of posting a bond, in the event of any actual or threatened breach of this Section 9.

10. Publicity. Intentionally deleted.

11. No Broker. Customer represents and warrants that Customer has not engaged any broker or sales agent in connection with the Agreement or any Customer Space or Services provided by Cologix to Customer hereunder and agrees that Customer shall not retain or engage any broker or agent in connection with any renewal (automatic or otherwise) of the Customer Space and Services provided to Customer under the Agreement. Cologix shall have no responsibility to pay any commissions or other amounts owing to any broker engaged by Customer in violation of the terms of this Section 11.

12. Relationship of Parties. Nothing in the Agreement will be construed to imply a joint venture, partnership or agency relationship between the parties, and Cologix will be considered an independent contractor when performing Service(s) under the Agreement.

13. Assignment and Subcontracting.

- a. Neither party shall have the right to assign the Agreement without the other party's prior written consent, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Cologix shall have the right, without the consent of Customer, to assign the Agreement to an Affiliate of Cologix, or to an entity acquiring all or substantially all of the assets or equity of Cologix, or to an entity resulting from a merger, consolidation or other corporate reorganization of Cologix.
- b. Cologix may permit any Affiliate of Cologix, independent contractor, or other third party to perform any of Cologix's obligations hereunder or under any Service Order, provided that Cologix remains primarily liable to Customer for the performance of its obligations hereunder.

14. No Third Party Beneficiaries. No provisions of the Agreement are intended to, or shall be construed to, confer upon any person, other than the parties hereto, any rights, remedies or other benefits under or by reason of the Agreement.

15. Notices. All notices required or permitted hereunder must be given in writing and, except for routine notices that the parties agree to send and receive electronically, shall be considered properly given if hand-delivered, mailed first class mail (postage prepaid and return receipt requested) or sent by express overnight courier at the address specified on the first page of this MSA or at such other address as a party may specify in writing pursuant to this Section. All notices shall be deemed given when received.

16. Governing Law; Consent To Jurisdiction; Waiver of Jury Trial. The Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of the State of Florida (without reference to the conflicts of laws provisions therein and the federal laws of the United States). In addition, each party consents to the exclusive jurisdiction of any state or federal court empowered to enforce the Agreement located in Nassau County, Florida, and waives any objection thereto on the basis of personal jurisdiction or venue. Each party waives their respective rights to trial by jury for any claim whatsoever in any way connected with the Agreement or the relationship between the parties.

17. Force Majeure. Except with respect to any payment obligations, neither party will be liable for any failure or delay in its performance under the Agreement due to causes beyond its reasonable control. In the event that Cologix is not able to deliver any Service(s) as a result of a force majeure event, Customer shall not be obligated to pay Cologix for the affected Service(s) for so long as Cologix is unable to deliver the affected Service(s).

18. Waiver. No waiver will be effective unless documented in a writing signed by an authorized representative of the party against which enforcement of the waiver is sought. The failure of either party to insist upon strict performance of any of the terms or provisions of the Agreement, or the exercise of any option, right or remedy contained herein, shall not be construed as a waiver of any future application of such term, provision, option, right or remedy, and such term, provision, option, right or remedy shall continue and remain in full force and effect.

19. Survival. Any term or provision of the Agreement of an ongoing nature and/or which, by their nature and context, should reasonably be expected to survive the expiration or earlier termination of the Agreement, shall so survive such expiration or termination thereof.

20. Prevailing Party. In the event of a dispute arising from or related to the Agreement, the substantially prevailing party shall be entitled to recovery of all reasonable costs incurred, including, without limitation, court costs, attorneys' fees and other related costs and expenses.

21. Counterparts; Electronic Copies. This MSA and any Schedule or Service Order may be executed in counterparts which, when taken together,

shall constitute one and the same document. In addition, each party hereby agrees that facsimile, photographic or electronic copies of any of the foregoing shall be deemed an original thereof. Finally, each party hereby consents to the use of electronic signatures, including via Adobe e-signature or a similar product or service, and acknowledge and agree that no electronic record or signature shall be challenged or denied legal effect or enforceability because it is in electronic form.

22. Severability. If any term or provision of the Agreement shall be declared by a court of competent jurisdiction to be invalid, unenforceable or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the parties, the Agreement shall be terminated by the mutual consent of the parties.

23. Headings. Heading are for ease of reference only and shall not have any effect upon the construction of the Agreement.

24. Construction. The parties agree that each party has reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

25. Entire Agreement; Modification; Order of Precedence. The Agreement including the Addendum to the Master Subscription Agreement with Cologix US, Inc., constitutes the entire agreement between the parties relating to its subject matter and the Agreement supersedes all prior agreements and understandings between the parties, oral or written, with respect to its subject matter and may not be changed unless mutually agreed upon in writing by both parties. In case of a conflict between any of the terms and conditions in this MSA and any other terms and conditions in any Schedule or Service Order, the order of precedence shall be: any Schedule, any Service Order, and this MSA. For the avoidance of doubt, any purchase order sent to Cologix by Customer (for Customer's administrative purposes or otherwise) shall not be binding.

IN WITNESS WHEREOF, the parties have executed this MSA by their duly authorized representatives.

COLOGIX US, INC., in its own capacity:

George Mansor

(Signature)

George Mansor

(Name)

GM Sales

(Title)

8/26/2024

(Date)

COLOGIX US, INC., as manager and attorney-in-fact for Cologix Data Centers US Issuer, LLC:

George Mansor

(Signature)

George Mansor

(Name)

GM Sales

(Title)

8/26/2024

(Date)

CUSTOMER:

Taco E. Pope, AICP

(Signature)

Taco Pope

(Name)

County Manager

(Title)

9/3/2024

(Date)

BOCC CONTRACT
APPROVAL FORM

CONTRACT
TRACKING NO.
CM3742

SECTION 1 - GENERAL INFORMATION

Requesting Department: Technical Services Contact Person: Tonya Wood
Telephone: (904) 530-6057 Email: twood@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Cologix US, Inc
Address: 1601 19th Street, Suite 650
City: Denver State: CO Zip Code: 80202
Vendor's Administrator Name: Evan Olsen Title: Account Director
Telephone: (813) 777-4361 Email: evan.olsen@cologix.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: George Mansor Title: General Sales Manager
Authorized Signatory Email: bud.mansor@cologix.com
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Cologix Colocation
Short Description of Product(s)/Service(s) Being Requested: Disaster recovery and business continuity location.
(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
Procured Method: ☒ Quotes ☐ ITB ☐ RFP ☐ RFQ ☐ Piggyback ☐ Exemption ☐ Sole Source ☐ Single Source
☐ Other: _____
Amount of Initial Contract Term: \$27,520.00
Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
Year 3: _____ Year 4: _____
Total Amount of Contract (Initial Term + Renewal Options): \$27,520.00 (Estimate if necessary)
Account Number: 01132516-541000
Source of Funds: ☒ County ☐ State ☐ Federal ☐ Other: _____
County Authorized Signatory: ☐ BOCC Chairman ☒ County Manager
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE

Insurance Category: ☐ Category L ☒ Category M ☐ Category H ☐ Other: _____ 8/26/2024
Risk Manager Initials: MP

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: _____ Amendment No: _____
Type of Amendment: ☐ Renewal ☐ Time Extension with Increase ☐ Time Only Extension ☐ Additional Scope
☐ Supplemental Agreement ☐ Other: _____
Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____
New Contract Amount including this Amendment: _____
Account Code Change From: _____ To: _____
County Authorized Signatory: ☐ BOCC Chairman ☐ County Manager
(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Derrick D. Lindsay 8/26/2024
Department Head/Contract Manager Date
2. [Signature] 7.31.24
Office of Mgmt. & Budget Date
3. [Signature] 8/26/2024
Procurement Date
(Signature required only if procurement related)
4. Denise C. May 8/30/2024
County Attorney Date

Abigail Jorand
8/30/2024

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Taco E. Popey AICP 9/3/2024
County Manager Date

DATE
8/20/2024

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
Cologix US, Inc.
1601 19th Street, Suite 650
Denver, CO 80202

DEPARTMENT
Tech Services

REQUESTED BY
Tonya Wood

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	Cologix Colocation	01132516-541000	\$ 104,647.22	Encumber Contract	CM3742
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
	One Time Charge - Connectivity	1.00	\$ 3,016.00	\$ 3,016.00	
				\$ 0.00	
	Monthly Charges:			\$ 0.00	
	Standard Cabinet	12.00	\$ 350.00	\$ 4,200.00	
	AC 30S 120V (A+B) UPS - 2088kW	12.00	\$ 435.00	\$ 5,220.00	
	Cross Connect - Copper (month to month)	12.00	\$ 250.00	\$ 3,000.00	
	Internet Bandwidth Fixed 250 mb	3,000.00	\$ 2.50	\$ 7,500.00	
	IPv4 Address	192.00	\$ 2.00	\$ 384.00	
	Cross Connect - Fiber (month to month)	12.00	\$ 350.00	\$ 4,200.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE Shipping \$ 0.00
COPY - DEPARTMENT Total \$ 27,520.00

Department Head
I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.
Derrick D. Lindsay 8/26/2024
Office of Management and Budget (signature required if greater than \$1,000.00 for services or if greater than \$5,000 for goods)
I attest that, to the best of my knowledge, funds are available for payment.
Chris Lacambra 8/26/2024 Tracy Pace 8/26/2024
Procurement Director (signature required if greater than \$5,000.00)
I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.
Tanara Belmont 8/26/2024
County Manager (signature required if greater than \$100,000.00)
I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.
Taco E. Popey AICP 9/3/2024

Clerk: BOCC AP
Date: 9/3/2024

Non-Competitive Justification Form (Exempt/Sole Source/Single Source)

CM3742

Required for Purchases Greater than \$10,000

Date:	<u>07/29/2024</u>	Project:	<u>Cologix Colocation Site</u>
Vendor Name:	<u>Cologix US, Inc</u>	FY Cost:	<u>\$27,520.00</u>
Address:	<u>1601 19th Street, Suite 650, Denver CO, 80202</u>	Total Cost:	<u>\$27,520.00</u>
Phone:	<u>813-777-4361</u>	Account:	<u>01132516-541000</u>
Contact Name:	<u>Evan Olsen</u>		

Description of Goods and/or Services:

Disaster recovery and business continuity location.Source of Funds: ☒ County ☐ State ☐ Federal ☐ Other _____

Check one (1) of the following choices:

- ☐ Exempt purchase:
- ☐ Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
 - ☐ Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
 - ☐ Publications (5.3 – Nassau County Purchasing Policy Exemption)
 - ☐ Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
 - ☐ Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
 - ☐ Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)
- ☒ Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.
- ☐ Sole Source: The goods or services can be legally purchased from only one source. Were alternatives evaluated?

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

This contract is for the disaster recover and buseiness continuity of Nassau County. Cologix US, Inc provides a service that ranks above others in the following: Location resides outside of a flood zone, accessibility from major interstate above a flood zone, multi-vendor and government protected refueling strategy. On a side note, JEA has chosen Cologix US, Inc as their primary emergency location as well.

Department Head/Managing Agent -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

Derrick D. Lindsay

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

Chris Lacambra

Procurement Director -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Annex Holmes

County Manager -I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Taco E. Popey AICP

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor’s expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to “bodily injury” and to “property damage” occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use.

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor’s expense Workers’ Compensation and Employer’s Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers’ Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer’s Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer’s Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor’s expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor’s expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate – Project Specific Form	\$1,000,000
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Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

CYBER AND DATA SECURITY LIABILITY

This additional coverage will be required for all projects involving information technology services, software providers, programmers and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Cyber and Data Security Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Cyber and Data Security Liability insurance, the minimum amount of such insurance shall be as follows:

Technology Errors and Omissions Liability coverage	\$1,000,000
Media	\$1,000,000
Network and Data (Information) Security	\$1,000,000

Policy coverage must include Third Party Liability coverage.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



This NETWORK ACCESS AND SERVICES SCHEDULE (this "Schedule") is made between Cologix US, Inc. with offices located at 1601 19th Street, Suite 650, Denver, Colorado 80202, in its capacity ("Cologix US") or in its capacity as manager and attorney-in-fact of Cologix Data Centers US Issuer, LLC ("Cologix Manager," and Cologix US and/or Cologix Manager, as applicable, are referred herein as "Cologix") and the Board of County Commissioners of Nassau County, Florida, with offices located at 96135 Nassau Place, Yulee FL 32097 ("Customer") as of the latest dated signature below and incorporates and is governed by the terms and conditions of the Master Services Agreement (the "MSA") entered into by the parties. Any terms used herein and not defined herein shall have the meaning given to such terms in the MSA.

1. **Cologix Duties and Obligations.** As more particularly set forth in a Service Order, Cologix shall, subject to the terms and conditions hereof, provide Customer with certain network access and services (the "Network Access and Services"). Any and all access to any network(s) via Cologix must be in compliance with all policies and rules of those networks. Cologix exercises no control whatsoever over the content of any information passing through its networks. Cologix makes no guarantee of end-to-end bandwidth. Cologix cannot guarantee the peering sessions between non-Cologix companies (including, without limitation, Cologix's customers and vendors) and/or networks.
2. **Acceptable Use Policy.** Customer represents and warrants to Cologix that it will at all times comply with Cologix's Network Access and Services Acceptable Use Policy, as amended from time to time (the "Network Access and Services AUP"), by publishing at www.cologix.com.
3. **Cologix Support Services.**
 - a. All work requested and instructed by Customer to be performed by Cologix on Customer hardware or software used in connection with the Network Access and Services, will be performed as a "Remote Hands" (defined below) service by Cologix on a time and materials basis, at Cologix's then current Remote Hands rates. In addition, any items not specifically listed on a Service Order will be on a time and materials basis.
 - b. As used herein, "Remote Hands" shall mean technical tasks performed by Cologix on Customer's equipment. Typical activities provided by the Remote Hands services include, without limitation, rebooting or power-cycling Customer equipment, testing or swapping defective cables, visual reporting on status indicators, reseating or replacement of modular equipment and modem connections for remote access. Remote Hands services may be purchased in monthly blocks of time or ad hoc.
 - c. Although Cologix technicians are skilled in troubleshooting and repairing a variety of hardware and/or software, prior knowledge of, or training on, a particular system utilized by Customer cannot be guaranteed. Cologix shall not be liable for any losses or damages due to any failure of the equipment or for any loss of data or damages resulting from Remote Hands service.
4. **24x7 Customer Support.** Cologix provides for the coordination and resolution of problems associated with the Network Access

NETWORK ACCESS AND SERVICES SCHEDULE

and Service(s) on a 24x7 basis. Support is limited to the product features included in the Network Access and Service(s) purchased.

5. **Service Description.** Cologix provides the following three (3) types of network connectivity Services, as set forth on the applicable Service Order:
 - a. **Metro Connect** – A connection provided between two (2) separate Cologix facilities within the same metropolitan market. Each Service Order will include a Cross-Connect (hereinafter defined) in each Cologix facility to provide a complete end-to-end service. There are two (2) primary architectures for Metro Connect Services, to be identified on the applicable Service Order:
 - (i) A hosted Ethernet solution utilizing shared Cologix equipment to manage connectivity between data centers, available in various speeds.
 - (ii) Passive Wave Fiber, utilizing Dense Wavelength Division Multiplexing ("DWDM") technology providing a single wave of light between the source and destination. In connection with Passive Wave Fiber, Customer must provide its own DWDM capable equipment that conforms to Cologix signal requirements. Speed is determined by the Customer equipment.
 - b. **Cloud Connect/Access Marketplace** – A hosted connection provided between Customer equipment and a Service Provider ("SP") across Layer 2. This Service is purchased as one or more physical Cloud-Connect ports at 1Gb or 10Gb speeds. Customer shall have the ability to allocate Ethernet Virtual Circuits ("EVC") on those ports to one or more SPs. EVC pricing is based on which of the following connection types is provided:
 - (i) **Local** – The SP is located in the same facility or market as the customer's deployment. The Service is provided entirely from Cologix owned equipment.
 - (ii) **Extended** – The SP is located in a remote metropolitan market and/or via a separate network provider and Cologix will extend Service for Customer to that SP utilizing leased or resold network services from a carrier partner.
 - c. **IP Bandwidth** – A public internet bandwidth Service comprised of multiple carriers with diverse upstream feeds served via redundant equipment. Customer has the ability to order non-redundant IP Bandwidth Services (i.e. a single Cross-Connect to half of the redundant equipment) or redundant IP Bandwidth Services (i.e. two (2) Cross-Connects, one to each side of the redundant equipment), in each case as set forth on the Service Order. Customer can purchase this Service in either of two (2) payment models - Burstable or Fixed bandwidth:
 - (i) **Burstable** – Customer commits to a minimum bandwidth but is provided the flexibility to burst over that minimum

at a higher cost per Mb, measured at the 95th percentile as more particularly set forth in Section 6 below.

- (ii) Fixed - Customer commits to a fixed bandwidth cap, measured at the 95th percentile, and Cologix limits usage beyond this cap.

As used in this Schedule, a "Cross-Connect" shall mean a cable within a Cologix facility that connects customer equipment within a cabinet or cage to equipment outside of that cabinet or cage.

6. Burstable Billing Calculation and Charges.

a. For Burstable IP Bandwidth Services, the Total Utilized Bandwidth (defined below) is derived from a 95th percentile (95%) calculation as described below. The bandwidth utilized by Customer over and above the committed bandwidth amount set forth in the applicable Service Order (the "Burstable Bandwidth"), will be billed by Cologix to Customer at 100% of the committed bandwidth rate set forth in the applicable Service Order pursuant to the calculation set forth below in this Section 6.

b. At the end of each calendar month during the term of a Service Order, Cologix shall calculate the Burstable Bandwidth Charge (defined below) for such calendar month of all circuits for which Customer has ordered Burstable IP Bandwidth Services, pursuant to the following formula:

- (i) "Burstable Bandwidth Charge" = (Total Utilized Bandwidth – the total committed bandwidth set forth in the applicable Service Order) x (the specified burst rate set forth in the applicable Service Order per Mbps for Circuits (or, if none specified, the committed bandwidth rate set forth in the applicable Service Order per Mbps for Circuits)).

- (ii) "Total Utilized Bandwidth" shall be calculated as follows: Cologix shall poll the Cologix routers for ingress and egress usage on each respective circuit approximately every five minutes. The ingress and egress numbers for each poll shall be stack ranked. At the end of each calendar month during the term of a Service Order, the top 5% of the aggregate ingress and egress usage numbers shall be discarded. The next highest measurement, the greater of the ingress or egress, shall constitute the Total Utilized Bandwidth for the applicable circuits for the applicable calendar month.

c. Customer shall not receive the benefit of any volume price discounts set forth in a Service Order if the volume threshold is surpassed due to Burstable Bandwidth.

7. Network Service-Level Agreement.

a. The purpose of this network service-level agreement (this "SLA") is to define the network service levels and operational specifications that Cologix will provide to Customer with respect to each category of Network Access and Services. Specifics as to the Network Access and Services to be provided to the Customer are set forth in the applicable Service Order, which is incorporated into and made a part hereof.

b. Cologix network environments will be available on a 7 (day) x 24 (hour) x 365 (day) basis, except for Excluded Outages (defined below).

c. Customer will not receive the benefit of the Network SLAs set forth in this Section 7 unless Customer has ordered from Cologix, and actively maintains, redundant, diverse connections to the applicable network Services provided. For further clarity,

Cologix does not provide any SLA for single port solutions ordered by Customer.

d. Availability will be calculated monthly using total actual minutes available divided by total possible minutes available, but shall exclude, in all instances, any Excluded Outages. Performance measurements will exclude CPE.

e. Cologix levels for network availability are as follows:

Metro Connect	
Type	Availability
Redundant Ethernet	99.99%
Redundant Passive Wave	99.99%

Cloud Connect / Access Marketplace	
Type	Availability
For Redundant ports with Redundant EVCs only	99.99%

Blended Internet	
Type	Availability
Redundant Fixed	99.99%
Redundant Burstable	99.99%

f. If, as a direct result of Cologix' actions or inactions, the network Service(s) provided by Cologix fail to meet the specified performance levels stated above, then, as Customer's sole and exclusive remedy, and Cologix' sole obligation, for such failure, Customer shall receive a Service credit equal to 10% of the monthly recurring charge for the affected Service (i.e. network Service charge only) for each separate incident up to a maximum of 30% for the affected month in accordance with the Service Order for such affected Service.

g. To request a credit, Customer must deliver a written request to Cologix within thirty (30) days of the end of the month for which a credit is requested. The request must detail the time period of the outage and include all appropriate documentation evidencing the outage. Customer shall open a trouble-ticket with Cologix in connection with any such outage.

h. If at any time Customer is in default under the Agreement, Customer will not be entitled to any credit.

i. Notwithstanding anything herein to the contrary, credit will not be issued under this SLA for any outage that, as determined by Cologix in its reasonable judgment, results from any of the following: (i) scheduled maintenance announced at least forty-eight (48) hours in advance; (ii) emergency maintenance (for security or router instability (or related) type patches or modifications); (iii) a violation of the Network Access and Services AUP in existence on the date of such circumstances giving rise to such credit; (iv) any other event or condition not wholly within the control of Cologix; (v) any act or omission, directly or indirectly, of Customer or its employees, agents, contractors or representatives or by Customer's or its employees, agents', contractors' or representatives' equipment; (vi) viruses; (vii) any failures that cannot be corrected because



NETWORK ACCESS AND SERVICES SCHEDULE

Customer is inaccessible; (viii) any violation by Customer of Cologix security precautions or measures; or (ix) any attack against Customer equipment/servers (clauses (i) through (ix) above, collectively, the "Excluded Outages").

j. In the event that emergency maintenance is required, Cologix will not be obligated to provide advance notice to Customer but shall notify Customer as soon as reasonably possible.

8. **Customer Non-Interference; Indemnification.** Without limiting anything set forth in Section 7 hereof, Cologix shall not be responsible for acts or omissions of Customer or its employees, agents, contractors or representatives that result in failure of, or disruption to, the Services unless such acts or omissions were done in accordance with instructions given to Customer by Cologix. Customer agrees that neither Customer nor its employees, agents, contractors or representative shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures of Cologix relating to the Cologix facilities or any Cologix equipment. Any such attempts may, among other things, cause disruption to the Services. Subject to the limits set forth in Section 768.28, Florida Statutes, Customer will be responsible for, and will indemnify Cologix for, any damage or service interruptions caused by Customer or its employees, agents, contractors or representatives in violation of these provisions, including, without limitation, any damage to any Cologix provided equipment. Further, Customer will pay Cologix, at Cologix' then current remote hands rates, for all remedial services resulting from Customer's actions.

9. **Anti-Long Straw.** Customer acknowledges the investment Cologix has made in its carrier neutral meet-me-rooms. In connection with the foregoing, Customer agrees that it shall not be permitted to utilize the network Services provided to Customer under this Schedule to transport connections to carriers within a Cologix meet-me-room to locations outside the Cologix facility for the sole purpose of direct third (3rd) party network resale or transfer to another party that is not also physically present in the Cologix meet-me-room, in all events without the prior written approval of a Cologix executive. If Customer breaches this Section 9, Cologix shall have the right to immediately suspend the network Services that are the cause of such breach.

IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized representatives.

COLOGIX US, INC., in its own capacity:

George Mansor

(Signature)

George Mansor

(Name)

GM Sales

(Title)

8/26/2024

(Date)

**COLOGIX US, INC., as manager and attorney-in-fact for
Cologix Data Centers US Issuer, LLC:**

George Mansor

(Signature)

George Mansor

(Name)

GM Sales

(Title)

8/26/2024

(Date)

CUSTOMER:

Taco E. Pope AICP

(Signature)

Taco Pope

(Name)

County Manager

(Title)

9/3/2024

(Date)