



## Interim Memorandum of Understanding between SFMIX and Member

Peer Named:

Port Service: 1 x 10GE Gigabit Ethernet

Fee: \$1995 per year as of 2016

Duration: The initial term of this agreement will be from today to December 31 2016. Thereafter it will automatically renew for one-year terms unless a party provides the other party with written notice of its intention to terminate this agreement at least two weeks before the end of the the current term.

SFMIX will offer Port Service under the following Conditions:

That the Peer Named acknowledges that SFMIX is a Commercially Reasonable Effort service with no service guarantees whatsoever.

Neither party shall be liable to the other party, its employees, officers, directors, agents or affiliates for any loss or damage of any nature whatsoever, arising from: (a) any failure in or breakdown of any facilities or services hereunder, whatsoever the cause and however long it shall last; (b) any interruption of service, whatsoever the cause and however long it shall last; (c) such party's submitting traffic to or accepting traffic from the other party hereunder; (d) the content of such party's traffic which is exchanged with the other party, or (e) any other circumstance relating to this agreement.

Should the terms of the agreement not be acceptable to the Peer Named, its only recourse will be to disconnect from the exchange.

Notwithstanding any other provision of this MOU, Peer Named may terminate this agreement, at any time, without penalty.

The Peer Named is responsible for any cross-connect fees to the exchange if applicable.

Should these terms be acceptable please sign below where indicated. We are very excited to see your participation

Yours very truly,

SFMIX

---

Peer Named signature

---

Name of signatory

---

Date