



MASTER SERVICES AGREEMENT

CBE 607649-25

This Master Services Agreement ("MSA") is made as of the Effective Date by and between Switch and Clark County, Nevada, the Customer indicated on the Service Order to which this Master Service Agreement is attached.

1. **Certain Definitions.** Any capitalized words or phrases not defined in this MSA shall have the meaning ascribed to them in the Service Order. The term "Agreement" means a collective reference to the Service Order, this MSA and all Exhibits thereto and hereto including the Service Level Agreement attached hereto as Exhibit A ("SLA"). The term "Customer Equipment" means any and all computer equipment, software, networking hardware or other materials placed by or for Customer in the colocation space described in the Service Order (the "Colocation Space"), other than equipment owned or leased by Switch.

2. **Additional Service Orders.** From time to time, the parties may execute additional Service Orders each of which shall be an Amendment to this Agreement and shall, upon execution by both parties, become incorporated herein as though set forth in full.

3. Fees and Billing.

3.1 **Recurring Charges.** Customer agrees to pay the Monthly Recurring Charges ("MRC") and any other charges or fees indicated in the Service Order or this MSA. Switch reserves the right to change the MRC up to 5% per term at the beginning of the Renewal Term by providing Customer sixty (60) days written notice in advance of the effective date of the change, subject to Section 3.3.

3.2 **Activation Charges.** Activation Charges are due and payable upon execution of this Agreement by Customer. Switch will not have any obligation to schedule or commence installation or initiation of Service unless and until Switch has received payment in full of all Activation Charges.

3.3 **Commencement of MRC.** Switch will begin billing for MRC on the earlier of: (i) the date Switch declares the colocation space is ready for occupancy; or (ii) the date that Customer places any Customer Equipment in the Colocation Space (the "Installation Date"). In the event third party Carrier services are ordered, billing begins when Carrier services are available. If, however, Customer is unable to use the Services commencing on the Installation Date solely as a result of delays caused by Switch (**this does not include delays caused by third party service providers**), then the Installation Date shall be extended by one (1) day for each day of delay caused by Switch. All colocation, power, and all Switch provided Services, with the exception of bandwidth, are billed one month forward. On or about the fifteenth (15th) day of each month, Switch will bill the Customer for the Services to be provided in next month. All power agreements may increase at a rate of up to seven percent (7%) annually during the term of this Agreement to absorb utility related charges as well as standard rate increases.

3.4 **Timing of Payment.** Accounts are in default if payment of all amounts invoiced are not received within thirty (30) days after the date of invoice. Only a written request to terminate the Service in accordance with the terms of this Agreement relieves Customer of Customer's obligation to pay for the Service.

3.5 **Manner of Payment.** If Customer fails to make any payments provided for under this Agreement, or if Customer has a petition brought by or against Customer under any state or federal insolvency law, Switch may, upon written notice to Customer as provided for in Section 11.3 or 15.4, modify the payment terms to secure Customer's payment obligations before providing Services.

3.6 **Taxes.** All payments required by this Agreement are exclusive of applicable taxes, duties and similar charges. Except for those taxes for which Customer provides Switch certification of its tax-exempt status, if Switch is required to pay sales, use, property, value-added, or taxes based on licenses or services granted in this Agreement or on Customer's use of programs or services, then such taxes shall be billed to and paid by Customer. The budgeted fees do not include taxes.

4. **Term.** This Agreement is effective for an Initial Term of January 2, 2026 through January 1, 2029, with the option to renew for seven (7) additional one-year periods. Service Orders are effective upon execution through the end of the Service Commitment Period identified on the Service Order. Service Commitment Periods will automatically renew for 7 additional one-year periods following the Initial Term (each, a new Service Commitment Period), unless terminated by either party at least thirty (30) days prior to the end of the applicable Service Commitment Period. Service Commitment Periods cannot exceed the Initial Term or then-applicable Renewal Term. If Customer terminates the Services before the conclusion of the applicable Service Commitment Period (except for uncured breach by Switch), or Switch terminates the Services for Customer's uncured breach of this Agreement, Customer will be subject to a termination fee equal to 100% of the Monthly Charges for the terminated Services multiplied by the number of full months remaining in the Service Commitment Period.

5. Colocation.

5.1 **Installation.** Switch grants Customer a limited, revocable license to install and operate the Customer Equipment at the Colocation Space. The Colocation Space is provided on an "AS-IS" basis, and Customer may use the Colocation Space only for the purposes of maintaining and operating Customer Equipment as necessary to support local access communications facilities and links to third parties. Customer may install Customer Equipment in the Colocation Space only after obtaining the appropriate authorization from Switch to access the Premises. Customer will remove and be solely responsible for the immediate removal of all packaging materials (especially flammable materials) associated with the Customer Equipment from the Premises and will otherwise maintain the Colocation Space in a clean, safe and orderly fashion. Customer must adhere to industry standards for cable management. Cables must be properly installed and either enclosed in cable management trays or in clean bundles for proper presentation and identification.

5.2 **Location and Configuration.** Customer acknowledges that the Colocation Space is located within a t-scifTM as described on Exhibit B and agrees to abide by the engineering standards inherent in such a structure. The Equipment within the Colocation Space shall be configured as described on Exhibit C and any modifications to this configuration require the prior written consent of Switch.

5.3 **Access.** Customer will have access to the Premises and the Colocation Space on a 24-hour basis, seven (7) days per week. Customer may access the Colocation Space only in accordance with

Switch Security and Access Policies. Customer is responsible for any and all actions of Customer's representatives, agents and any escorted persons. No unescorted persons may enter the Colocation Space under any circumstances. Switch allows for two access badges for each customer at no cost. Each additional badge is \$100 - this is a one-time fee.

5.4 Removal of Customer Equipment. Customer will provide Switch with written notification two (2) days before Customer desires to remove a significant piece of Customer Equipment other than to replace the removed piece of Customer Equipment with a similar piece of Customer Equipment. Before authorizing the removal of any significant Customer Equipment, Switch accounting department will verify that Customer has no payments due to Switch and authorize the removal.

5.5 Vacating the Colocation Space. In the event that Customer continues to occupy the Colocation Space after the termination of this Agreement, such occupancy shall be that of trespasser and Customer agrees, in addition to any other remedies available to Switch, to be subject to all the terms and provisions of this Agreement during such occupancy period and to pay for such space an amount equal to twice the MRC and other monetary obligations due for the period immediately preceding termination or expiration of this Agreement. No occupancy by Customer of the Colocation Space or payments of money by Customer after termination shall be construed to prevent Switch from immediate recovery of the Colocation Space by summary proceedings or otherwise.

5.6 Smarthands. At Customer's request, Switch may assist Customer in performing light duties or correcting minor problems such as circuit problems and/or outages with respect to the Customer Equipment. Customer agrees to pay Switch a fee of (i) \$150.00 per hour for a minimum of one (1) hour for each occurrence in which assistance is required during Normal Business Hours, and (ii) \$200.00 per hour and a minimum of one (1) hour for non-business hours and holidays. This Smarthands service is provided on an "as available", "first-come-first-serve" basis. Customer may negotiate for priority status and a monthly minimum service/Smarthands commitment to obtain lower hourly rates and ensure off-hour support.

5.7 Relocation of Customer Equipment. Switch shall not arbitrarily or capriciously require Customer to relocate the Customer Equipment. However, upon prior written notice or, in the event of any emergency, Switch may require Customer to relocate the Customer Equipment; provided however, the site of relocation shall afford comparable environmental conditions for the Customer Equipment and comparable accessibility to the Customer Equipment. In the event that Switch requires Customer to relocate Customer Equipment, other than to accommodate Customer's requests regarding the Service or the physical requirements of the Premises, the reasonable direct costs associated with the move shall be borne by Switch. The Premises were designed to meet Uptime Institute's Tier 4 standards for power throughputs. If Customer requires power in excess of these thresholds then Customer shall comply with Switch's request to move Customer to Switch's higher density power data center at no cost to Switch.

6. Security. Switch requires that Customer and Customer's employees comply with all Switch Security and Access Policies in order to maximize the security of the Premises. Switch may suspend access by any Customer Representative or other person to the Premises and/or the Colocation Space. Switch does not guarantee security of the Customer Equipment or of the Colocation Space. Switch may assist in security breach detection and identification, but shall not be liable for any failure to provide such assistance.

7. Cross-Connections. Should Customer desire to receive telecommunications service at the Colocation Space Switch will provide Customer with a list of approved third party carriers (the "Carriers"). Customer is responsible for ordering any and all necessary cross-connections from Switch. MRC for such cross connections are based upon Switch's then published Cross Connection Fee Schedule and are subject to Switch's processes and procedures. All installation of cross connections shall be done by Switch. Customer will be solely responsible for all payments due to the Carriers. Customer will notify the Carrier and Switch when Customer desires to terminate or modify any such cross connections. Customer understands that Switch does not own or control any services provided by the Carriers and that Switch is not responsible or liable for performance (or non-performance) of such Carriers.

8. Resale. Customer may resell the Services only after receiving Switch's express prior written approval as to the nature and scope of such resale. Should Customer resell all or any portion of the Services to any third party, Customer assumes all liabilities arising out of or related to use of and payment for the Services by such third party. Customer agrees to enter into written agreements with any and all parties to which Customer resells all or any portion of the Services with terms and conditions at least as restrictive and as protective of Switch's rights as the terms and conditions of this Agreement, including without limitation, Sections 5.4, 5.5, 6, 7, 9, 10 and 11, provided that such third party shall not have the rights granted to Customer under this Section 8. Resale by Customer of any or all of the Services shall not relieve or in any way diminish Customer's liability and obligations hereunder.

9. Acceptable Use Guidelines. At all times Customer shall comply with all state, federal and international laws with respect to Customer's operations in the Premises and the Colocation Space. Customer shall cooperate in any investigation by Switch or any governmental authority if Switch believes the Premises or Services may be illegally used or if any allegations of such illegal use are made. If Customer fails to fully cooperate with any such investigation or determination, or fails to immediately rectify any illegal use, Customer will be in material breach of this Agreement. Customer's use of the Colocation Space and the Services may only be for lawful purposes and is subject to Customer's compliance with Switch's Acceptable Use Policy, as such may be amended from time to time. A copy of the current AUP may be found at http://www.nevadanap.com/media/switch_aup_agreement.pdf.

Transmission of any material in violation of any law, regulation or Switch's Acceptable Use Policy is strictly prohibited. Any access made to other networks connected to Switch Network must comply with the rules appropriate to the other network. Switch shall not be responsible for third party claims resulting from the use of the Service by Customer or any of its customers or others throughout Customer's chain of distribution, including end users, which damages Customer or another party.

10. Insurance. Customer agrees to maintain, at its own expense, and keep in full force and effect at all times during the term of this Agreement: (i) property insurance for full replacement value of equipment and business loss and interruption insurance; (ii) comprehensive generally liability insurance; (iii) employer's liability insurance and worker's compensation insurance at or greater than the minimum levels required by applicable law.

11. Limitations of Liability.

11.1 Personal Injury. Each Customer Representative and any other persons visiting the Premises does so at his or her own risk and

Switch shall not be liable for any harm to such persons resulting from any cause.

11.2 Damage to Customer's Business. IN NO EVENT SHALL SWITCH BE LIABLE TO CUSTOMER, ANY CUSTOMER REPRESENTATIVE, OR ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO CUSTOMER'S BUSINESS OPERATIONS, CUSTOMER'S CUSTOMERS OR CLIENTS, CUSTOMER REPRESENTATIVES' ACTIVITIES AT THE PREMISES OR OTHERWISE, OR FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR IN ANY WAY RELATED TO THE SERVICE OR RIGHTS, INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR OF ANY ASPECT OF CUSTOMER'S BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

11.3 Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, OR ANY CUSTOMER REPRESENTATIVE, ANY THIRD PARTY OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS, DAMAGE TO CUSTOMER EQUIPMENT, LOSS OF TECHNOLOGY, LOSS OF DATA, NON-DELIVERIES, OR IN ANY WAY RELATED TO THE COLOCATION SPACE, SERVICES OR ANY ASPECT OF CUSTOMER'S BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL SWITCH'S AGGREGATE LIABILITY FOR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT (WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE) EXCEED \$2,000,000. THESE LIMITATIONS SHALL APPLY DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

12. Breach.

12.1 Conditions of Breach. Breach of this Agreement will occur if either party does not fulfill its obligations under this Agreement and such failure is not cured within thirty (30) days after written notice by the other party. For avoidance of doubt, suspension of Services pursuant to Section 12.3 shall not be a breach of this Agreement. Specifically relating to payment of invoiced amounts, Customer will be in material breach of this Agreement if Customer has not paid an invoice within thirty (30) days after the invoice date, with no additional notice required. Nothing in this Section shall supersede any other provision granting Switch the right to immediately terminate or suspend Services under certain circumstances.

12.2 Remedies for Breach. If Customer is in breach of this Agreement, Switch may (i) discontinue providing any or all of the Services; (ii) disconnect Customer from Internet, power and telecommunications services; or (iii) remove the Customer Equipment from Colocation Space and place the Customer Equipment in storage, at Customer's expense and/or foreclose on Switch's security rights and sell the Customer Equipment to satisfy the MRC due. The foregoing shall be in addition to the remedies available to Switch pursuant to Sections 3.4 and 3.6.

12.3 Service Interruption. Except as otherwise expressly provided herein, Customer's sole and exclusive remedy for any unavailability or failure of the Switch Network is outlined in the

SLA. Switch may restrict or suspend Customer's rights under this Agreement, including receipt of the Services, at any time and without liability to Customer to the extent Switch, in Switch's sole discretion, deems such restriction or suspension necessary to (i) protect the Switch Network, or (ii) remedy violations of the Switch Acceptable Use Policy. Switch will use reasonable efforts to notify Customer prior to any such restriction or suspension. Switch will notify Customer promptly if and when such restriction or suspension is no longer necessary. Any suspension of Services as provided above or pursuant to Section 3.4 shall not be deemed a violation, or contributing towards a violation of the guarantees provided in the SLA.

13. Hazardous Materials. "Hazardous Materials" means any substance referred to, or defined in any law, as a hazardous material or hazardous substance (or other similar term). Customer will not cause or permit any Hazardous Materials to be brought upon, kept, stored, discharged, released or used in, under or about any portion of the Premises. Upon expiration or earlier termination of this Agreement, Customer will cause all Hazardous Materials brought to the Premises by or on behalf of Customer to be removed from the Premises in compliance with all applicable laws. If Customer or its agents performs any act or omission which contaminates or expands the scope of contamination of the Premises then Customer will promptly, at Customer's expense, take all investigatory and remedial action necessary to fully remove and dispose of such Hazardous Materials and any contamination so caused in compliance with all applicable laws. Customer will also repair all damage to the Premises caused by such contamination and remediation.

14. Estoppel Certificate. Within ten (10) days after request from Switch, Customer will execute and deliver to Switch a written estoppel certificate in the form prepared by Switch certifying: (i) that this Agreement is unmodified and in full force and effect (or, if modified, specifying modification(s)); (ii) the commencement date and expiration of the term of this Agreement; (iii) the absence or status of any rights of Customer to alter the term or to license additional space; (iv) the date to which MRC and any other charges are paid in advance, if any; (v) that there are not, to Customer's knowledge, any uncured defaults on the part of Switch, or stating the nature of any uncured defaults.

15. Miscellaneous Provisions.

15.1 Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to correct such failure or delay in performance.

15.2 Marketing. Switch agrees not to use Customer's name, or any variation thereof, or the image of the Customer in any advertising, promotional or other marketing materials without express written consent of Customer.

15.3 Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, which consent shall not be unreasonable withheld.

15.4 Notices. Any notice or communication required or permitted to be given hereunder may be delivered personally, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated on the Service Order, or at such other address as either party may provide to

the other by written notice. Such notice will be deemed to have been delivered upon receipt.

15.5 Relationship of Parties. Switch and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or

agency between Switch and Customer. Neither Switch nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

15.6 Choice of Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Nevada, excluding its conflict of law rules. The parties hereby consent to the personal and subject matter jurisdiction of the state and federal courts located in and for the County of Clark, Nevada.

15.7 Entire Agreement. This Agreement and all Switch policies referred to in this Agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties. In the event of a conflict between the provisions of this MSA and those of any Service Order or the SLA, unless specifically otherwise agreed, the provisions of this MSA shall prevail and such Service Order or the SLA will be interpreted accordingly. Both parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement and the person whose signature appears on the Service Order is duly authorized to enter into this Agreement on behalf of the respective party. Should any terms of this Agreement be declared void or unenforceable by a court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full force and effect.

15.8 Disclaimer of Warranty. SWITCH SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO THE SERVICES AND THE PREMISES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY AND AGAINST INFRINGEMENT. SWITCH EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE SWITCH NETWORK OR THE INTERNET IS AT CUSTOMER'S OWN RISK. SWITCH SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED THROUGH THE SERVICES.

15.9 Headings/Interpretation. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such Section or in any way affect this Agreement. The word "including" shall be read as "including without limitation." No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.

15.10 Survival. The provisions of Sections 3.4 (as to any unpaid fees), 5.4, 5.5, 11 and 15 shall survive the expiration or termination of this Agreement for any reason.

15.11 Counterparts.

This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument, provided that no signatory hereto shall be bound until both parties named below have duly executed or caused to be executed a counterpart of this Agreement.

15.12 Customer's Budgetary Limits. The Customer, as a local governmental entity, is subject to the requirements of Nevada Revised Statutes 244.230 and 354.626, which require Customer to budget annually for its expenses and which prohibit Customer for obligating itself to expend money or incur fixed liabilities in excess of amounts appropriated. Possible future expenses for Services are subject to Customer's annually approved budgeted appropriations for Switch. Customer total fixed liability for procurement of Services which may become due under this Agreement is limited to the total MRC authorized by Customer in Service Order(s) to Switch that reference this Agreement. The content of this Section shall apply to all Services provided under this Agreement and shall take precedence over any conflicting terms and conditions.

WHEREFORE, intending to be bound, the parties have executed this Master Services Agreement as of the date set forth below.

NV LAS NAP 7, LLC

Signature: _____

Name: _____

Title: _____

Date: _____



Jonathan King

Chief Business Officer

9/29/2025 | 18:25 PDT

CLARK COUNTY, NEVADA

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: Sarah Schaerrer
Sarah Schaerrer (Oct 6, 2025 09:31:09 PDT)

Date: Oct 6, 2025

SARAH SCHAERRER
Deputy District Attorney



Exhibit A

SERVICE LEVEL AGREEMENT

This Service Level Agreement is a part of the Agreement between Customer and Switch.

1. Service Commitment

Switch is committed in its efforts to provide a reliable, high-quality network to support its high-speed Internet access service. As part of this commitment, Switch is pleased to offer eligible customers the following guarantees:

- Network Availability Guarantee
- Network Latency Guarantee
- Packet Delivery Guarantee

If Switch fails to meet any of these guarantees, Switch will provide eligible customers with a Service Credit. A "Service Credit" is equal to the result of dividing (i) the Network Access Fees paid by Customer during the calendar month in which the Service Credit was earned by (ii) the number of hours in the same month. Service Credits may be provide as whole units or as fractional units (e.g. Customer could be entitled to "2.5" Service Credits in a given month).

2. Measured Bandwidth Service Billing Methodology

The concept behind offering a usage-based Internet product is simple; charge the customer for what they actually use. This product is ideal for those customers who either experience substantial swings in monthly usage or are anticipating growth. When traffic patterns will be unpredictable, the customer can have the security of having enough bandwidth to handle heavy use months, but also retain the flexibility to pay less when traffic declines.

Customer's monthly burstable usage is determined by calculating the 95th percentile of data usage that is used over and above Customer's contracted floor amount. As is with most data, Internet traffic has peak times throughout the day. Actually, it has peak times within any measurement interval whether it be a day, an hour, or five minutes. Billing on the 95th percentile eliminates the top five percent (5%) of measurement peaks, and bills on the Mb level at the remaining highest measurement. The purpose for billing at the 95th percentile vs. actual peak utilization is to eliminate any abnormal peaks throughout the month.

Within the router, a counter that keeps track of all bytes passed through each interface, a PERL script using SNMP will poll each applicable customer interface every five minutes. At every five-minute pass, the code will read the counter and compare the result against the previous reading. The difference between the two will be converted from byte counts to a data rate, polling this data every five minutes results in 8640 data records per month. These records are then sorted from high to low usage and the top 5% are discarded. The remaining data rate is then used to determine the billing level for the month. For example, out of 100 data points the top ten are:

100..... 34.2 Mb	97.....34.08 Mb	94..... 33.91 Mb	91.....33.66 Mb
99..... 34.18 Mb	96.....34.02 Mb	93..... 33.84Mb	
98..... 34.11 Mb	95.....33.98 Mb	92..... 33.70Mb	

Eliminating the top 5% leaves the data rate of 33.98Mb. This is the rate at which Switch Bandwidth / Switch will bill the customer for the month.

3. **Guarantees**

Network Availability Guarantee

Switch Guarantees 99.99% Network availability in any calendar month, as calculated from the ingress to and egress from the Switch Network.

If Customer experiences Network unavailability, Customer may receive Data Service Credits, calculated monthly as an aggregate of all Service unavailability events, in accordance with the following parameters considered over a calendar month:

<i>Service unavailable for less than 15 minutes:</i>	<i>No Service Credit</i>
<i>Service unavailable for more than 15 minutes and up to three (3) hours:</i>	<i>Three (3) hours credit</i>
<i>Service unavailable for more than three (3) and up to eight (8) hours:</i>	<i>Eight (8) hours credit</i>
<i>Service unavailable for more than eight (8) and up to 12 hours:</i>	<i>Twelve (12) hours credit</i>
<i>Service unavailable for more than 12 and up to 18 hours:</i>	<i>Eighteen (18) hours credit</i>
<i>Service unavailable for more than 18 and up to 24 hours:</i>	<i>Twenty-four (24) hours credit</i>
<i>Service unavailable for more than 24 hours:</i>	<i>Credit equal to number of hours unavailable</i>

A credit will be given only for those outages that were reported to Switch at the time of the outage. An outage is measured from the time it is reported to the time it is resolved.

4. **Power Service Availability Guarantee**

Customer usage on Tier4 design cannot exceed 3.5KW per rack. Switch Guarantees 100% power availability if the customer elects to deploy dual feed (A&B) power. Switch strongly recommends dual power and monitor-ready ATS and PDU's be correctly deployed in every rack and cabinet to ensure 100% uptime. Customer UPS's are not allowed to be used down-line from the Switch mission critical power system. Switch Operations must approve all power distribution systems deployed within customer space. All equipment must first be tested on house power prior to plugging into the Switch UPS receptacles.

If Customer experiences both A&B power unavailability, Customer may receive Power Service Credits in accordance with the following formula.

<i>Service unavailable for less than 15 minutes:</i>	<i>Three (3) days credit</i>
<i>Service unavailable for more than 15 minutes and up to three (3) hours:</i>	<i>Six (6) days credit</i>
<i>Service unavailable for more than three (3) and up to eight (8) hours:</i>	<i>Nine (9) days credit</i>
<i>Service unavailable for more than eight (8) and up to 12 hours:</i>	<i>Twelve (12) days credit</i>
<i>Service unavailable for more than 12 and up to 18 hours:</i>	<i>Eighteen (18) days credit</i>
<i>Service unavailable for more than 18 and up to 24 hours:</i>	<i>Twenty-four (24) days credit</i>
<i>Service unavailable for more than 24 hours:</i>	<i>One Month credit</i>

A credit will be given only for those interruptions that were reported to Switch at the time of the interruption. If Customer only has single-sided power, Customer will not receive power interruption credits. Should a client demand to only use single sided power, we can only guarantee 99% power uptime.

Customer must perform fail-over testing procedures at least twice each year to ensure customer owned and managed equipment will function properly in the unlikely event of a single sided power interruption. This is for the customer protection. Failure to perform this testing could result in forfeiture of power credits.

5. **Network Latency Guarantee**

The Switch Network carries packets with an average Network Latency over a one-month period of less than 75 milliseconds. Switch monitors aggregate latency within the Switch Network by monitoring round trip times between a sample of backbone hubs on an ongoing basis. "Network Latency" (or "Round trip time") is defined as the average time taken for an IP packet to make a round trip between specified backbone hubs on the Switch Network.

After Customer notifies Switch of Network Latency in excess of 75 milliseconds, Switch will use commercially reasonable efforts to determine the source of such excess Network Latency and to correct such problem to the extent that the source of the problem is on the Switch Network.

If Switch fails to remedy such Network Latency on the Switch Network within two (2) hours of being notified of any excess Network Latency and the average Network Latency for the preceding thirty (30) days has exceeded 75 milliseconds, Switch will issue a Service Credit to Customer's account for the period from time of notification by Customer until the average Network Latency for the preceding thirty (30) days is less than 75 milliseconds.

6. **Packet Delivery Guarantee**

The Switch Network has an average monthly Packet loss of 0.1% (or successful delivery of 99.9% of packets). Switch monitors aggregate packet loss within the Switch Network on an ongoing basis and compiles the collected data into a monthly average packet loss measurement for the Switch Network "Packet loss" is defined as the percentage of packets that are dropped within the Switch Network.

After being notified by Customer of Packet Loss in excess of 0.1% in a given calendar month ("Excess Packet Loss"), Switch will use commercially reasonable efforts to determine the source of such excess Packet loss and to correct such problem to the extent that the source of the problem is on the Switch Network.

If Switch fails to remedy such Excess Packet Loss within two (2) hours of being notified of any Excess Packet Loss on the Switch Network and average Packet Loss for the preceding thirty (30) days exceeds 0.1%. Switch will issue Service Credits to Customer's account for the period commencing at the time of receipt notification from Customer until the average Packet Loss for the preceding thirty (30) days is less than 0.1% provided that in no event shall the Service Credits exceed 100% of the Switch Network Access Fees for the calendar month in which the Excess Packet Loss occurs.

7. **Definitions**

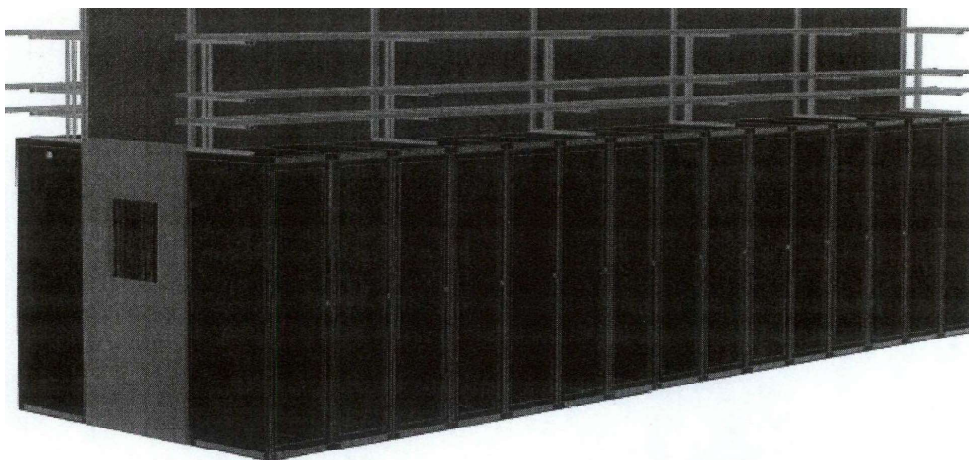
"Switch Network" means the telecommunications/data communications network and network components owned, operated or controlled by Switch. The Switch Network does not include any Customer Equipment or any networks or network equipment not operated and controlled by Switch.

Exhibit B
CUSTOMER EQUIPMENT

**One Cisco 6513 with 2 4000W power supplies. This will require 2 (220VAC @ 30 Amps each).
Two Cisco 7206 Routers. This will require 2 (120VAC @ 20Amps each).**

Exhibit C

T-SCIF DESCRIPTION



All computerized equipment generates heat. The Switch t-scif™ is designed to protect all of the customers in the facility from heat outputs. All equipment placed into the t-scif must vent the heat directly into the enclosed center aisle, where it is then contained and prevented from mixing back into the cold room.


SERVICE ORDER
NO. SO-079356

This Service Order is issued pursuant to the existing Master Services Agreement ("MSA") by and between Switch and the Customer indicated below. This Service Order is effective as of the date of the last signature hereto.

Customer Name:	CLARK COUNTY		
Contact Name:	Brian Irvine	Billing Contact:	IT Admin
Contact Phone:	971-219-8107	Billing Email:	itadmin@clarkcountynv.gov
Technical Contact:	Brian Irvine	Billing Phone:	(702) 455-0000
Technical Email:	brian.irvine@clarkcountynv.gov	Billing Address:	500 S Grand Central Pkwy, Box 551700 Las Vegas, Nevada, 89155-1700, United States

Monthly Recurring Charges

Description of Services	Quantity	Unit Cost	Subtotal of MRC
Cabinet in a thermal-scif Configuration	43	\$ 1,041.00	\$ 44,763.00
Cabinet in a thermal-scif Configuration (Reserved)	17	\$ 360.00	\$ 6,120.00
208v 20Amp AC Power 'Primary'	42	\$ 600.00	\$ 25,200.00
208v 20Amp AC Power 'Failover'	42	\$ 299.00	\$ 12,558.00
208v 50Amp 3Phase AC Power 'Primary'	38	\$ 2,261.00	\$ 85,918.00
208v 50Amp 3Phase AC Power 'Failover'	38	\$ 1,155.00	\$ 43,890.00
208v 60Amp 3Phase AC Power 'Primary'	6	\$ 2,714.00	\$ 16,284.00
208v 60Amp 3Phase AC Power 'Failover'	6	\$ 1,385.00	\$ 8,310.00
Internet 10 Gbps Port, Blended IP AS23005, Burstable @ \$5/ Mbps (Switch)	TBD	\$ 5.00	\$ TBD
IP Commit on 10 Gbps Port on AS23005 (Mbps) (Switch)	500	\$ 5.00	\$ 2,500.00
Cross Connect Switch Bandwidth 10 Gbps	2	\$ 610.00	\$ 1,220.00
DDoS Mitigation Commit on Always On Switch Safe Service (Mbps)	1	\$ 3,500.00	\$ 3,500.00
Special Partnership Discount - Colo/Power	1	\$ (71,751.00)	\$ (71,751.00)
			\$ 178,512.00

Customer to install above cabinets into a **Private Cage Space**

Renewal of services in LAS07.SEC02.TSF09D, 10D, 11D (01.01 - 01.10, 02.01 - 02.10)

Service Commitment Period	36 months	<u>Summary of Charges:</u>	
Target Service Commencement:	1/10/2026	Minimum Monthly Recurring Charges (MRC)	\$178,512.00
		Non-Recurring Charges (NRC)	\$0.00
		Security Deposit	\$0.00
		Total due on signing	\$0.00

Service Order pricing is valid with customer acceptance and signature prior to 12/1/2025

Important Notes

At the end of the 36-month Service Commitment Period set forth herein, this Service Order will automatically renew for seven (7) consecutive one-year terms (each, a new "Service Commitment Period"), unless either party provides notice of its intent not to renew at least 90 days prior to the end of the then current Service Commitment Period; provided, however, in the event that budgeted funds are not appropriated for the services as set forth in Section 15.12 of the Agreement, Customer may provide notice of its intent not to renew at least 30 days prior to the end of the then current Service Commitment Period.

The prices for future services are as set forth in Appendix A, attached hereto. The 5% escalator in Appendix A supersedes the MRC increase terms in the Agreement, provided that MRC may increase additionally to proportionately reflect increases in third party utility charges. Appendix A supersedes any previous pricing lists and is coterminous with this Service Order.

Installation process will commence a minimum of twenty-five (25) business days after Switch approves all applicable cabinet layout design documents. Switch will schedule and commence installation and initiation of service only after Switch receives and accepts: (1) a copy of this Service Order signed by Customer and (2) payment of the NRC, if any. All prices are subject to applicable taxes and fees. Capitalized terms not defined herein shall have the definition provided in the Agreement.

Renewal Service Order.

Reserved cabinets are reserved for Customer's future use and will be kept locked, without access, power, or equipment. At such time as Customer requests access to a reserved cabinet, or orders power to a reserved cabinet and such power is installed, the cabinet rate will increase to Customer's then current cabinet rate.

The cabinets set forth herein will include a total of up to 0.00 kW of reserved power (the "Reserved Power Capacity"), which may be provisioned upon Customer request with the execution of a new Service Order. Any power provisioned will proportionately reduce the Reserved Power Capacity. The pricing for the provision of the Reserved Power Capacity shall be at Customer's then current power rates. Requests for additional power beyond the Reserved Power Capacity or after expiration will be reviewed on a case-by-case basis by Switch. Switch will make commercially reasonable efforts to accommodate additional power requests, subject to loading and cooling capacity.

Customer acknowledges that the Switch SAFE service is designed to mitigate third party unlawful conduct that impairs network efficiency including a denial of service and/or distributed denial of service attack (collectively, "Network Attack"). The Switch SAFE service may not fully or successfully mitigate all attacks and may also result in some legitimate traffic being filtered from or delayed on Customer's network. Customer should expect increased latency across all affected IP addresses before, during and following a Network Attack. In the event that a Network Attack impedes the Switch Network or negatively impacts other

Switch customers, Switch may trunk or null route Customer's traffic, engage in upstream blocking, or take other measures as necessary to protect the Switch Network (collectively "Traffic Control"). Traffic Control is an anticipatory or mitigation response to unlawful and/or tortious acts and is designed to reduce the impact of a Network Attack, including down time. In the event

Switch engages in Traffic Control, Switch will notify Customer promptly and work with Customer to restore full connectivity to the Switch Network. Customer acknowledges that Customer will not be granted Service Credits due to latency or Traffic Control in connection with a Network Attack.

The term "Premises" means the colocation facilities located at 7135 S Decatur Boulevard, Las Vegas, Nevada, 89118, United States (LAS.07).

WHEREFORE, intending to be bound, the parties have executed this Service Order as of the date set forth below.

NV LAS NAP 7, LLC

CLARK COUNTY

Signature:



Name:

Jonathan King

Title:

Chief Business Officer

Date:

9/29/2025 | 18:25 PDT

Signature:

Name:

Title:

Date:



APPROVED AS TO FORM:

STEVEN B. WOLFSON

District Attorney

By: Sarah Schaerrer

Date: Oct 6, 2025

SARAH SCHAERRER
Deputy District Attorney

Docusign Envelope ID: 32B7D7B5-2CCF-410F-A067-756D0AB7F726

Switch Clark County Rate Card (Appendix A)												
Description of Services	2025	As of 3/1/2026	As of 3/1/ 2027	As of 3/1/ 2028	As of 3/1/ 2029	As of 3/1/2030	As of 3/1/ 2031	As of 3/1/2032	As of 3/1/2033	As of 3/1/2034	As of 3/1/2035	
	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
MRC (Monthly Recurring Cost)												
Cabinet in a thermal-scif Configuration	\$ 1,041.00	\$ 1,093.05	\$ 1,147.70	\$ 1,205.09	\$ 1,265.34	\$ 1,328.61	\$ 1,395.04	\$ 1,464.79	\$ 1,538.03	\$ 1,614.93	\$ 1,695.68	
Cabinet in a thermal-scif Configuration (Reserved)	\$ 360.00	\$ 378.00	\$ 396.90	\$ 416.75	\$ 437.58	\$ 459.46	\$ 482.43	\$ 506.56	\$ 531.88	\$ 558.48	\$ 586.40	
208v 20Amp AC Power 'Primary'	\$ 600.00	\$ 630.00	\$ 661.50	\$ 694.58	\$ 729.30	\$ 765.77	\$ 804.06	\$ 844.26	\$ 886.47	\$ 930.80	\$ 977.34	
208v 20Amp AC Power 'Failover'	\$ 299.00	\$ 313.95	\$ 329.65	\$ 346.13	\$ 363.44	\$ 381.61	\$ 400.69	\$ 420.72	\$ 441.76	\$ 463.85	\$ 487.04	
208v 30Amp AC Power 'Primary'	\$ 732.00	\$ 768.60	\$ 807.03	\$ 847.38	\$ 889.75	\$ 934.24	\$ 980.95	\$ 1,030.00	\$ 1,081.50	\$ 1,135.57	\$ 1,192.35	
208v 30Amp AC Power 'Failover'	\$ 366.00	\$ 384.30	\$ 403.52	\$ 423.69	\$ 444.88	\$ 467.12	\$ 490.48	\$ 515.00	\$ 540.75	\$ 567.79	\$ 596.18	
208v 30Amp 3Phase AC Power 'Primary'	\$ 1,098.00	\$ 1,152.90	\$ 1,210.55	\$ 1,271.07	\$ 1,334.63	\$ 1,401.36	\$ 1,471.43	\$ 1,545.00	\$ 1,622.25	\$ 1,703.36	\$ 1,788.53	
208v 30Amp 3Phase AC Power 'Failover'	\$ 561.00	\$ 589.05	\$ 618.50	\$ 649.43	\$ 681.90	\$ 715.99	\$ 751.79	\$ 789.38	\$ 828.85	\$ 870.30	\$ 913.81	
208v 50Amp 3Phase AC Power 'Primary'	\$ 2,261.00	\$ 2,374.05	\$ 2,492.75	\$ 2,617.39	\$ 2,748.26	\$ 2,885.67	\$ 3,029.96	\$ 3,181.45	\$ 3,340.53	\$ 3,507.55	\$ 3,682.93	
208v 50Amp 3Phase AC Power 'Failover'	\$ 1,155.00	\$ 1,212.75	\$ 1,273.39	\$ 1,337.06	\$ 1,403.91	\$ 1,474.11	\$ 1,547.81	\$ 1,625.20	\$ 1,706.46	\$ 1,791.78	\$ 1,881.37	
208v 60Amp 3Phase AC Power 'Primary'	\$ 2,714.00	\$ 2,849.70	\$ 2,992.19	\$ 3,141.79	\$ 3,298.88	\$ 3,463.83	\$ 3,637.02	\$ 3,818.87	\$ 4,009.81	\$ 4,210.30	\$ 4,420.82	
208v 60Amp 3Phase AC Power 'Failover'	\$ 1,385.00	\$ 1,454.25	\$ 1,526.96	\$ 1,603.31	\$ 1,683.48	\$ 1,767.65	\$ 1,856.03	\$ 1,948.83	\$ 2,046.28	\$ 2,148.59	\$ 2,256.02	
IP Commit on 10 Gbps Port on AS23005 (000199335)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	
Cross Connect 1 Gbps Fiber	\$ 153.00	\$ 153.00	\$ 153.00	\$ 153.00	\$ 153.00	\$ 153.00	\$ 153.00	\$ 153.00	\$ 153.00	\$ 153.00	\$ 153.00	
Cross Connect 10 Gbps Fiber	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	
Cross Connect 40 Gbps Fiber	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	
Cross Connect Dark Fiber	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	
DDoS Mitigation Commit on Always On Switch Safe Service (Mbps)	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
Smart Hands (Per Hour)	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	
Temporary Storage @ \$35/GB per Month	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	
Description												
NRC (One-Time Non-Recurring Cost)												
Installation Cabinet in a thermal-scif Configuration	\$ 797.23	\$ 837.09	\$ 878.95	\$ 922.89	\$ 969.04	\$ 1,017.49	\$ 1,068.36	\$ 1,121.78	\$ 1,177.87	\$ 1,236.77	\$ 1,298.60	
Installation 208v 20Amp AC Power 'Primary'	\$ 762.22	\$ 800.33	\$ 840.35	\$ 882.36	\$ 926.48	\$ 972.81	\$ 1,021.45	\$ 1,072.52	\$ 1,126.15	\$ 1,182.45	\$ 1,241.58	
Installation 208v 20Amp AC Power 'Failover'	\$ 762.22	\$ 800.33	\$ 840.35	\$ 882.36	\$ 926.48	\$ 972.81	\$ 1,021.45	\$ 1,072.52	\$ 1,126.15	\$ 1,182.45	\$ 1,241.58	
Installation 208v 30Amp AC Power 'Primary'	\$ 735.37	\$ 772.14	\$ 810.75	\$ 851.28	\$ 893.85	\$ 938.54	\$ 985.47	\$ 1,034.74	\$ 1,086.48	\$ 1,140.80	\$ 1,197.84	
Installation 208v 30Amp AC Power 'Failover'	\$ 735.37	\$ 772.14	\$ 810.75	\$ 851.28	\$ 893.85	\$ 938.54	\$ 985.47	\$ 1,034.74	\$ 1,086.48	\$ 1,140.80	\$ 1,197.84	
Installation 208v 30Amp 3P AC Power 'Primary'	\$ 840.40	\$ 882.42	\$ 926.54	\$ 972.87	\$ 1,021.51	\$ 1,072.59	\$ 1,126.22	\$ 1,182.53	\$ 1,241.65	\$ 1,303.74	\$ 1,368.92	
Installation 208v 30Amp 3P AC Power 'Failover'	\$ 840.40	\$ 882.42	\$ 926.54	\$ 972.87	\$ 1,021.51	\$ 1,072.59	\$ 1,126.22	\$ 1,182.53	\$ 1,241.65	\$ 1,303.74	\$ 1,368.92	
Installation 208v 50Amp 3Phase AC Power 'Primary'	\$ 910.25	\$ 955.76	\$ 1,003.55	\$ 1,053.73	\$ 1,106.41	\$ 1,161.74	\$ 1,219.82	\$ 1,280.81	\$ 1,344.85	\$ 1,412.10	\$ 1,482.70	
Installation 208v 50Amp 3Phase AC Power 'Failover'	\$ 910.25	\$ 955.76	\$ 1,003.55	\$ 1,053.73	\$ 1,106.41	\$ 1,161.74	\$ 1,219.82	\$ 1,280.81	\$ 1,344.85	\$ 1,412.10	\$ 1,482.70	
Installation 208v 60Amp 3Phase AC Power 'Primary'	\$ 1,127.60	\$ 1,183.98	\$ 1,243.18	\$ 1,305.34	\$ 1,370.60	\$ 1,439.14	\$ 1,511.09	\$ 1,586.65	\$ 1,665.98	\$ 1,749.28	\$ 1,836.74	
Installation 208v 60Amp 3Phase AC Power 'Failover'	\$ 1,127.60	\$ 1,183.98	\$ 1,243.18	\$ 1,305.34	\$ 1,370.60	\$ 1,439.14	\$ 1,511.09	\$ 1,586.65	\$ 1,665.98	\$ 1,749.28	\$ 1,836.74	
Installation Cross Connect 1 Gbps Fiber	\$ 203.00	\$ 213.15	\$ 223.81	\$ 235.00	\$ 246.75	\$ 259.09	\$ 272.04	\$ 285.64	\$ 299.92	\$ 314.92	\$ 330.67	
Installation Cross Connect 10 Gbps Fiber	\$ 773.00	\$ 811.65	\$ 852.23	\$ 894.84	\$ 939.59	\$ 986.57	\$ 1,035.89	\$ 1,087.69	\$ 1,142.07	\$ 1,199.18	\$ 1,259.14	
Installation Cross Connect 40 Gbps Fiber	\$ 773.00	\$ 811.65	\$ 852.23	\$ 894.84	\$ 939.59	\$ 986.57	\$ 1,035.89	\$ 1,087.69	\$ 1,142.07	\$ 1,199.18	\$ 1,259.14	
Installation Cross Connect Dark Fiber	\$ 773.00	\$ 811.65	\$ 852.23	\$ 894.84	\$ 939.59	\$ 986.57	\$ 1,035.89	\$ 1,087.69	\$ 1,142.07	\$ 1,199.18	\$ 1,259.14	
Security Badges	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	

The Power NRCs listed in Appendix A capture current pricing for Switch based on power levels the Customer wishes to install. During the Service Commitment Period, Switch will work in good faith to maintain the below pricing for Power NRCs; provided, however, if Switch's costs increase significantly, Switch will work with Customer in good faith to adjust the applicable Power NRCs.