

INFLUENCER REFERRAL AGREEMENT

IMPORTANT - READ CAREFULLY:

This Influencer Referral Agreement (this “Agreement”) is a binding agreement between the entity you represent and on whose behalf you are entering into this agreement (“Referral Partner”) and Cyxtera Technologies, Inc., a Delaware corporation (“Cyxtera”). Each of Referral Partner and Cyxtera may be referred to as a “Party” and both of them, collectively, as the “Parties”. The Agreement provides, among other things, the terms and conditions under which you are permitted to refer certain opportunities to Cyxtera and earn commissions on those referrals. Cyxtera pays commissions on such referrals solely on the terms and conditions set forth in the Agreement and on the condition that Referral Partner accepts and complies with this Agreement in its entirety.

BY CLICKING ON THE “ACCEPT” BUTTON, (A) REFERRAL PARTNER HEREBY ACCEPTS THIS AGREEMENT AND AGREES THAT REFERRAL PARTNER IS LEGALLY BOUND BY ITS TERMS AND CONDITIONS; AND (B) YOU AND REFERRAL PARTNER EACH HEREBY REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF REFERRAL PARTNER AND TO CAUSE REFERRAL PARTNER TO BE BOUND TO ITS TERMS. IF REFERRAL PARTNER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CYXTERA WILL NOT HAVE ANY OBLIGATION TO YOU HEREUNDER, OR ANY OBLIGATION TO PAY ANY COMMISSION OF ANY KIND, AND YOU SHOULD CLICK ON THE “DO NOT ACCEPT” BUTTON.

This Influencer Referral Agreement (this “Agreement”) is made and entered into as of the date of acceptance by Referral Partner (the “Effective Date”). In consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the Parties agree as follows:

1. Definitions. In addition to the terms defined in the body of this Agreement, the following terms shall have the meanings set forth below:

1.1 “Commission” means the commission payable to Referral Partner in respect of Commissionable Revenue, which is set forth on **Exhibit A**.

1.2 “Commissionable Contract” means a subscription agreement or other ordering document with an initial term of at least twelve (12) months that is entered into by Cyxtera and the applicable referred customer during the Referral Period with respect to a Referred Opportunity.

1.3 “Commissionable Revenue Period” means the initial term of the Commissionable Contract, beginning on the effectiveness of the Commissionable Contract.

1.4 “Commissionable Revenues” means the unconditional, non-cancellable monthly recurring charges payment due to Cyxtera during the Commissionable Revenue Period under a Commissionable Contract, minus any installation, one-time or non-recurring charges, taxes, charge-backs, discounts, refunds, surcharges, power (if metered and billed separately), contractual price escalators, charges in respect of any third party solutions provided by Cyxtera, and similar expenses.

1.5 “Confidential Information” means non-public information of the Parties hereto relating to their business activities, financial affairs, technology, marketing or sales plans that is exchanged by the Parties. Confidential Information of each Party includes the terms and pricing of this Agreement, business plans, unannounced information about Services, market intelligence, reporting, financial, and sales

information. Confidential Information shall not include information which: (a) is or becomes public knowledge through no breach of this Agreement by the receiving Party, (b) is received by the receiving Party from a third party not under a duty of confidentiality, (c) is already known by the receiving Party at the time of disclosure of such information by the disclosing Party, or (d) is independently developed by the receiving Party without use of, or reference to, the Confidential Information of the disclosing Party.

1.6 “Referral Period” with respect to a Referred Opportunity means a period of six (6) months from the date that the Referral Partner first submits a Deal Registration to Cyxtera with respect to such Referred Opportunity.

1.7 “Referred Opportunity” means a potential new sales opportunity with respect to specific Services offered within the Territory that is referred by Referral Partner to Cyxtera by submission of a Deal Registration and subsequently accepted by Cyxtera, each in accordance with Section 4; provided, however, that a Referred Opportunity shall not include any amendment, upgrade or renewal of an existing subscription agreements or other contract.

1.8 “Services” means Cyxtera products and/or services for which Cyxtera permits referrals by Referral Partner, which may include, but not be limited to, data center services (colocation and/or related services).

1.9 “Territory” means the geographic area(s) in which Referral Partner’s Referred Opportunities shall be located, and which shall be determined in Cyxtera’s sole discretion and communicated to Referral Partner by Cyxtera from time to time.

2. Appointment and Responsibilities. Subject to the terms and conditions of this Agreement, Cyxtera hereby appoints the Referral Partner as the non-exclusive representative for the introduction of Cyxtera and Cyxtera Services to prospective customers. Referral Partner hereby accepts such appointment on the terms and subject to the conditions set forth in this Agreement. Referral Partner agrees to adhere to the highest business standards of honesty, integrity and fair dealing in performing its duties under this Agreement. Referral Partner is responsible for all costs, liabilities and obligations, including but not limited to any and all sub-commissions and other fees, incurred in connection with the performance of Referral Partner hereunder. Referral Partner shall not make any representations or other statements about Services, prices or business practices, except that Referral Partner shall forward to potential customers (a) unmodified marketing materials provided by Cyxtera and (b) references to Cyxtera’s standard conditions of sale, as published by Cyxtera on its website or otherwise. Referral Partner shall use its best efforts to market the Services to potential customers and register Referred Opportunities in accordance with Section 4 below.

3. Representations and Warranties. Each Party represents and warrants that: (a) it is in good standing with all applicable local and state governments, (b) it is and shall continue to be in compliance with all applicable international, federal, state and local laws and regulations applicable to its performance under this Agreement, and (c) it shall maintain in full force and effect all licenses and permits required for its performance under this Agreement; (d) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement; (e) the execution and performance of this Agreement by it will not breach or in any other way violate any other agreement, understanding, or duty to any other person; and (f) when executed and delivered by each Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors’ rights generally or the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity). Referral Partner further represents and warrants that it shall not make any agreements or representations on Cyxtera’s behalf without Cyxtera’s prior written consent.

4. Deal Registration Process. Cyxtera shall provide Referral Partner access to the Cyxtera partner portal, located at https://partner.cyxtera.com/English/Partner/sfdc_deal_registration/register_deal.aspx (the “Partner Portal”), access to which shall be subject to the terms and conditions set forth on Cyxtera’s website. In order for Referral Partner to receive Commissions from a potential Referred Opportunity, (i) such potential Referred Opportunity must have been properly registered using the “deal registration” feature (“Deal Registration”) on the Partner Portal, (ii) such potential Referred Opportunity must have been accepted by Cyxtera in accordance with this Section 4, and (iii) such Referred Opportunity must have resulted in a Commissionable Contract. Referral Partner shall supply any additional information reasonably requested by Cyxtera, and assist Cyxtera in making contact with the customer with respect to which a Referred Opportunity was registered. Within seven (7) business days following Referral Partner’s submission of a Deal Registration, Cyxtera shall provide Referral Partner with a written notification (which may be sent via e-mail) of Cyxtera’s acceptance or rejection of the Referred Opportunity. Under no circumstances shall Cyxtera’s failure to provide a written rejection be deemed an acceptance; only written notification of acceptance by Cyxtera shall be a valid acceptance of any Referred Opportunity. Cyxtera may accept or reject a Referred Opportunity in its sole and absolute discretion, including, without limitation, because: (a) the customer is or was in the previous six months an existing customer of Cyxtera’s; (b) the Referred Opportunity has previously been referred or introduced to Cyxtera or any Cyxtera-affiliated entity by the Referral Partner or another partner; (c) Cyxtera and the referred customer are or were, as applicable, already engaged in negotiations regarding the entering into of a service agreement with respect to the Referred Opportunity or any substantially similar or related opportunity; (d) the referred customer does not meet Cyxtera’s credit requirements, is on a list of restricted or prohibited parties identified by the government of the United States or any other jurisdiction, is located in a territory that is subject to a United States trade embargo or is deemed a terrorist supporting country, or cannot comply with Cyxtera’s acceptable use policy; (e) the potential sales opportunity is outside of the Territory; (f) Referral Partner does not have a sufficient sales relationship established with the Referral Opportunity; or (g) the Referred Opportunity is a public RFI/RFP.

5. Contracts with Customers. All offers to purchase Services are subject to Cyxtera’s written acceptance and shall not be binding upon Cyxtera until such acceptance, which may be withheld in Cyxtera’s sole discretion. Each offer to purchase Services shall specify the material business terms of the offer (including, without limitation, the Services to which the offer relates). The Referral Partner shall not contract with customers on behalf of Cyxtera nor represent that Referral Partner has authority or agency to bind Cyxtera. All agreements with respect to the Services shall be solely between Cyxtera and the applicable customer. All payments by customers shall be made directly to Cyxtera. The Referral Partner expressly acknowledges that Cyxtera may (a) accept or reject, in its sole discretion, any opportunity or service orders or customer agreements for Services from any customer; and (b) terminate or allow to be terminated any agreement or service order for Services with any customer, including any Commissionable Contract, in Cyxtera’s sole discretion. Cyxtera shall have no liability whatsoever to the Referral Partner for any payment other than Commissions. The method of contacting and following up with any referred customer in connection with a Referred Opportunity shall be determined by Cyxtera in its sole and absolute discretion, provided that Referral Partner shall actively support Cyxtera in the sales process with respect to any Referred Opportunity if requested by Cyxtera.

6. Payment of Commissions. Subject to Referral Partner’s compliance with the terms and conditions set forth in this Agreement, Cyxtera shall pay the Referral Partner any Commissions due hereunder within sixty (60) days after the effectiveness of the applicable Commissionable Contract. Commissions are not payable on self-referrals under any circumstances. Cyxtera will use the address noted below for Referral Partner for payment, invoice, and notice purposes. Cyxtera’s payment obligations under this Agreement are conditioned upon completion by Referral Partner of any applicable forms necessary for Cyxtera to issue payment of Commissions to Referral Partner hereunder. Referral Partner is solely

responsible for any taxes (i.e. any foreign, federal, state, local or other government charges, including without limitation, all governmental excise, use, sales, value-added, or occupational levies and charges, regulatory administration and similar pass through fees, and other similar surcharges and levies) that may be applicable or arise as a result of Cyxtera's payment of Commissions to Referral Partner hereunder. Referral Partner shall promptly refund to Cyxtera any overpayments. To make a claim that Cyxtera has underpaid a Commission to Referral Partner, Referral Partner must, within six (6) months of the date such Commission was due hereunder, submit a written notice to Cyxtera identifying the specific Commission underpaid and providing reasonable supporting documentation. Provided that Referral Partner makes any such claim in accordance with the preceding sentence, Cyxtera and Referral Partner will work in good faith to resolve such claim. If Cyxtera and Referral Partner mutually determine that Cyxtera underpaid such Commission, Cyxtera will pay Referral Partner any such underpayment within sixty (60) days of such mutual determination. Referral Partner hereby expressly waives any right to make a claim that Cyxtera has underpaid Referral Partner with respect to a specific Commission after six (6) months from the date such Commission was due hereunder. Notwithstanding anything to the contrary, Referral Partner shall continue performing its obligations under this Agreement during any such claim process.

7. Customer Support. Cyxtera shall provide all customer support for the Services.

8. Confidential Information. Neither Party shall, without the prior written consent of the other Party, use or disclose the Confidential Information of the other Party to any third party, during the term of this Agreement and for five (5) years following the termination thereof. Each Party will take all reasonable precautions to protect the other Party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information. Notwithstanding the foregoing, a Party may disclose Confidential Information: (a) to any affiliates, consultants, contractors, accountants, counsel, and others in privity with such Party who have a need to know in connection with this Agreement and have executed a reasonably protective non-disclosure agreement with such Party, or (b) pursuant to legal process; provided that, the receiving Party shall, unless legally prohibited, provide the disclosing Party with reasonable prior written notice sufficient to permit the disclosing Party an opportunity to contest such disclosure. Upon termination of this Agreement or promptly upon receipt of written request from the disclosing Party, the receiving Party shall return or destroy (at the receiving Party's option) all Confidential Information of the disclosing Party.

9. Intellectual Property. Nothing in this Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either Party or its licensors. Referral Partner shall not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of Cyxtera or its licensors. Referral Partner shall not use any trademarks, names or other identifiers owned or used by Cyxtera (the "Marks"), except that Referral Partner may refer to Cyxtera and the Services in conversations and written correspondence with potential customers solely for purposes of Referral Partner's performance under this Agreement. Any other use of Marks (e.g., on the Referral Partner's website) must be designed in compliance with Cyxtera's trademark usage guidelines and be pre-approved by Cyxtera in writing.

10. Term; Termination.

10.1 Term. This Agreement shall become effective on the Effective Date, and shall continue in effect until terminated in accordance with the terms hereof.

10.2 Termination.

10.2.1 Without Cause. Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party.

10.2.2 For Cause. Either Party may terminate this Agreement immediately for cause upon written notice to the other Party if: (a) such other Party breaches any provision of this Agreement and fails to cure within ten (10) days of receipt of written notice from the non-breaching Party; or (b) the other Party becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code or any similar statute.

10.3 Effect of Termination. Unless this Agreement is terminated for cause pursuant to Section 10.2.2 above, Cyxtera will pay Commissions earned but not yet paid to the Referral Partner in accordance with the terms set forth in this Agreement, including Commissionable Revenues received following termination of this Agreement for Deal Registrations accepted prior to such termination. If this Agreement is terminated for cause by Cyxtera pursuant to Section 10.2.2 above, Cyxtera shall have no obligation to pay Commissions to Referral Partner from and following such termination, notwithstanding anything to the contrary in this Agreement. Referral Partner shall immediately cease the use of all Cyxtera brochures, literature, documentation and other materials within its control, and shall destroy or return such materials to Cyxtera (at Cyxtera's option) within ten (10) days following any termination of this Agreement.

11. Non-Solicitation. During the term of this Agreement, and for twelve (12) months following the later of (i) termination of the Agreement and (ii) the last payment of Commissions to Referral Partner under the Agreement, Referral Partner shall not, directly or indirectly, interfere with or solicit any third party for any services or products competitive with those Services provided by Cyxtera, or otherwise induce, influence or encourage customers to terminate their engagement of Cyxtera or use of the Services.

12. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY AND ITS RESPECTIVE LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING OR RELATING TO THE SERVICES OR ANY OTHER MATERIALS OR INFORMATION FURNISHED OR PROVIDED TO THE OTHER PARTY OR A CUSTOMER UNDER THIS AGREEMENT.

13. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CYXTERA'S TOTAL AND CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION, EXCEED USD \$10,000 (TEN THOUSAND UNITED STATES DOLLARS). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CYXTERA, ITS AFFILIATES, AGENTS, OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, BUSINESS OPPORTUNITY, REVENUE, GOODWILL OR DATA, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

14. Indemnification. Each Party (the "Indemnifying Party") shall indemnify, defend and hold the other (and all officers, directors, employees, agents and affiliates thereof) (collectively, the "Indemnified Parties") harmless from and against any and all third party claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including, without limitation, interest, reasonable attorneys' fees and disbursements) (collectively, "Losses") which may at any time be suffered or incurred

by, or be asserted against, the Indemnified Parties, directly or indirectly, on account of or in connection with the Indemnifying Party's default under this Agreement. Referral Partner shall indemnify, defend and hold the Cyxtera Indemnified Parties harmless from and against any and all Losses which may at any time be suffered or incurred by, or be asserted against, the Cyxtera Indemnified Parties, directly or indirectly, on account of or in connection with any broker or other intermediary acting or purporting to have acted on behalf of Referral Partner or, to the Referral Partner's knowledge, in connection with a Referred Opportunity. The Parties acknowledge and agree that Cyxtera is not a party to any agreement between Referral Partner and customer, whether written or verbal, and that Referral Partner is not a party to any agreement between Cyxtera and customer, whether written or verbal. As such, if customer seeks damages from Referral Partner for any breach of its agreement(s) with Referral Partner, Referral Partner will have no recourse against Cyxtera for such damages, and if customer seeks damages from Cyxtera under its agreement(s) with Cyxtera, Cyxtera will have no recourse against Referral Partner for such damages.

15. Anti-Corruption. Referral Partner's obligations under this Agreement include compliance with the Foreign Corrupt Practices Act ("FCPA"), and all applicable anti-bribery and anti-corruption laws of other nations, including, but not limited to, the UK Bribery Act (collectively, "Anti-Corruption Laws"). The FCPA prohibits U.S. issuers, such as Cyxtera and its affiliates, from providing or offering to provide a payment or anything of value to a foreign (non-U.S.) government official, foreign political party, or candidate or other "foreign official" as defined under the FCPA, to influence an act, or decision of the official or of his government, or to secure an improper advantage, in order that Cyxtera obtain or retain business for itself or another. In performance of this Agreement, Referral Partner, its employees, contractors and affiliates will not (a) make or arrange any contact with or (b) make or cause to be made, any payment or offer of anything of value to any foreign (non-U.S.) government official or political party, or candidate without prior written approval. If, in connection with the performance of this Agreement, anyone, including a foreign official or an agent thereof, requests or solicits Referral Partner to provide a payment or anything of value to influence an act or decision of the official or his/her government, or to secure an improper advantage, in order that Referral Partner or Cyxtera obtain or retain business for itself or another, Referral Partner will refuse to make such payment or provide such thing of value and will immediately report the incident to Cyxtera. Referral Partner further represents, warrants and certifies that it, including its personnel, subcontractors and affiliates currently complies with, and shall continue to comply with, all applicable Anti-Corruption Laws and Cyxtera policies in all countries in which it provides services and will not take any actions that would result in a violation of Anti-Corruption Laws by Cyxtera or an affiliate. Any written approvals, incident reporting and/or questions regarding the obligations of Referral Partner hereunder shall be directed to Cyxtera in accordance with Section 16.4.

16. Miscellaneous.

16.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its principles for resolving conflicts of law. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Florida, in each case located in the City of Miami and County of Dade, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Each Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement. The UN Convention on Contracts for the International Sale of Goods shall not apply. Nothing herein shall limit a Party's ability to seek injunctive relief in a court of competent jurisdiction and each Party acknowledges that any breach or threatened breach of this Agreement involving the other Party's Confidential Information or intellectual property will result in irreparable harm for which damages would not be an adequate remedy, and therefore, in addition to its rights and remedies otherwise available at law, each Party shall be entitled to seek and obtain (without any requirement to post bond) injunctive or other equitable relief, as appropriate.

16.2 Escalation of Disputes & Resolution. In the event of any dispute or disagreement between the Parties with respect to this Agreement, then upon the written request of either Party, each of the Parties will appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute and/or to negotiate an adjustment to such provision of this Agreement, which once approved by authorized signatories will be memorialized in writing as an amendment to this Agreement. The designated representatives shall meet as often as the Parties mutually and reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such representatives will discuss the problem and/or negotiate in good faith in an effort to resolve the dispute or renegotiate the applicable article or provision of this Agreement without the necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position to the other Party. Subject to the last sentence in Section 16.1 (Governing Law), the Parties agree to comply with this escalation procedure prior to commencing any formal legal proceeding. If the dispute is not resolved at the conclusion of the foregoing process, the Parties agree that the dispute will be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services (“JAMS”) Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, will govern the arbitrability of disputes. The costs of the arbitration, including the arbitrator’s fees, will be shared equally by the Parties; provided, however, that each Party will bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys’ fees). The venue for arbitration will be Miami, Florida. A single arbitrator engaged in the practice of law, who is knowledgeable about the subject matter of this Agreement, will conduct the arbitration. The arbitrator is bound to apply and enforce the terms of this Agreement. The arbitrator’s decision will be final, binding, and enforceable in a court of competent jurisdiction. If a Party is required to enforce compliance with this Section (e.g., submission of dispute to arbitration or nonpayment of an award), then the noncomplying Party must reimburse all of the costs and expenses incurred by the Party seeking such enforcement (including reasonable attorneys’ fees).

16.3 Assignment. This Agreement and any rights and obligations hereunder may not be transferred or assigned by Referral Partner, whether by operation of contract, law or otherwise, without Cyxtera’s prior written consent, and any attempted assignment without such consent shall be null and void. For the avoidance of doubt, a change of control of Referral Partner, whether by merger, consolidation or otherwise, shall be deemed an assignment of this Agreement. Cyxtera may assign this Agreement and subcontract or delegate its obligations hereunder to any third party with or without Referral Partner’s consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

16.4 Notices. Except as otherwise expressly provided herein, all notices, approvals, consents and other communications required or permitted under this Agreement will be invalid unless made in writing and given (a) by Cyxtera, via mail, fax or e-mail (to the address provided to you by Cyxtera) or by way of a posting on Cyxtera’s Partner Portal, or (b) by Referral Partner via email to legal@cyxtera.com with a copy to Cyxtera Technologies, 2333 Ponce De Leon Boulevard, Suite 900, Coral Gables, FL 33134, Attn: Legal Department.

16.5 Independent Contractors. The relationship between Referral Partner and Cyxtera established by this Agreement is that of independent contractors. Neither Party has the power to control or direct the other Party’s activities, to make any decisions on behalf of the other Party, or to act on behalf of or obligate the other Party in any way, and neither Party shall hold itself out as having authority to bind the other. Each Party is responsible for its own employees and the taxes and other governmental charges (including unemployment insurance, benefits and the like) associated with those employees. Each Party is responsible for any taxes (i.e. any foreign, federal, state, local or other government charges, including, without limitation, all government excise, use, sales, value-added, or occupational levies and charges,

regulatory administration and similar pass through fees, and other similar surcharges and levies) that may be applicable or arise as a result of Cyxtera's payment of Commissions to the Referral Partner.

16.6 Survival. Subject to the limitations and other provisions of this Agreement: (a) Referral Partner's representations and warranties shall survive the termination of this Agreement until the payment of all Commissions due to Referral Partner; and (b) Sections 6 (Payment of Commissions), 8 (Confidential Information) through 14 (Indemnification), and 16 (Miscellaneous) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such termination, shall survive the termination of this Agreement in accordance with their terms. With respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 8 (Confidential Information) hereof will survive the termination of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the receiving Party.

16.7 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to give effect to the intent of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

16.8 Waiver. The waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. All waivers must be in a writing signed by the waiving Party.

16.9 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of any Exhibits or other attachments hereto or documents incorporated herein by reference, the terms of this Agreement shall prevail unless Cyxtera specifically identifies the Section(s) of this Agreement that Cyxtera intends to override in a writing signed by Cyxtera.

16.10 Entire Agreement; Amendments. This Agreement (including the Exhibits and any other attachments hereto or documents incorporated herein by reference) contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the Parties regarding the subject matter hereof. This Agreement may only be amended by a writing signed by authorized representatives of all Parties hereto.

16.11 Third Party Rights. This Agreement does not create any rights for any person or party who is not a Party to this Agreement, and no such person or party may enforce any of the terms of, or rely on any exclusion or limitation contained in, this Agreement.

EXHIBIT A

Referral Partner Commissions

As of the Effective Date Referral Partner's Commission is equal to 1x MRR. However, if the following conditions are met with respect to a Commissionable Contract, the Commission will be 2x MRR: (i) Referral Partner has already earned a Commission under this Agreement during the same calendar year, and (ii) the Commissionable Contract is with a customer that has not previously purchased services from Cyxtera.

"MRR" means the applicable Commissionable Revenue divided by the number of months in the Commissionable Revenue Period.

The Parties may agree in writing to a different commission rate on a customer-by-customer or Referred Opportunity-by-Referred Opportunity basis.