



SWITCH FACILITY ACCESS AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY - IT AFFECTS YOUR RIGHTS

I desire to access one or more colocation facilities operated by Switch (each a “Switch Facility”). As an inducement to Switch to permit my access to the Switch Facility, I, for myself and my employer, hereby expressly agree and covenant as follows:

1. I will strictly abide by the safety and security policies and procedures in connection with my visit to the Switch Facility, including Switch’s current Acceptable Use Policy, available at www.switch.com (the “AUP”). I agree not to visit the Switch Facility under the influence of alcohol and/or any other drugs. I will comply with all lawful orders and instructions of Switch Security personnel.

2. I voluntarily assume all risks involved in or related to my visit to the Switch Facility such as risk of bodily injury or property damage. I hereby release and forever discharge Switch together with its members, managers, employees, and agents, from, and covenant not to sue any of them on account of or in connection with, any claims, injuries, damages or liabilities arising out of my visit to the Switch Facility. This release is intended to be the maximum and broadest release permitted by law but does not extend to grossly negligent or willful acts by Switch or its employees.

3. In the event of any accident which may require immediate medical care, I hereby authorize, but do not require, Switch to take all necessary actions related to such medical care, transportation and emergency medical services. I agree that I will be responsible for all related costs.

4. During my visit to the Switch Facility and in related communications with Switch, I will be exposed to or provided with confidential and proprietary information of Switch and, potentially, certain of its customers (collectively, “Confidential Information”). Confidential Information includes, without limitation, financial data, data center designs, technical information, customer identities and all other business information. As to all Confidential Information, I, on behalf of myself and my employer, and my employer’s affiliates, covenant and agree (i) not to disclose it to any third party; (ii) to use it solely in contemplating a business relationship with Switch and for no other purpose; (iii) not to use or provide it for any third party’s benefit; and (iv) to comply with Switch’s AUP, including but not limited to the provisions related to Switch’s intellectual property.

5. I may use social media (e.g. Twitter and Facebook) to make general comments about the Switch Facility and my tour, but I agree not to take, make, share, or post any images, records, or recordings, of the Switch Facility, or its employees.

6. I understand that the terms herein are contractual and I have signed this agreement as my own free act. This agreement contains the entire agreement between myself and Switch concerning the subject matter hereof. The law of the state in which the tour occurs governs this document, without reference to its choice of law provisions. The confidentiality obligations herein are intended to provide the greatest protections possible for the Confidential Information, and are to be read to strengthen all prior and subsequent confidentiality obligations agreed to between the parties. In the event of a conflict between these obligations and the obligations of any other agreement, the obligations that provide the greatest protections to the Confidential Information, as that term is most broadly defined amongst the agreements, shall govern and control.

Signature: _____ Date: _____

Print Name: _____

Email: _____

Employer/Company: _____

Tour Date: _____