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1. The enclosed SOC 2 Report has certain reports, opinions or other documentation regarding controls placed in operation and tests of operating effectiveness which contain proprietary and confidential information important to Cyxtera and its business operations. In connection with receipt of the SOC 2 Report, You shall: (a) maintain the SOC 2 Report in strict confidence and not disclose the SOC 2 Report without the prior written consent of Cyxtera, except as otherwise expressly set forth herein; (b) protect the SOC 2 Report with the same degree of care that You treat Your own confidential information, but not less than a reasonable degree of care; (c) advise those auditors to whom You share the SOC 2 Report of their obligation to maintain the confidentiality of the SOC 2 Report in accordance with these terms; (d) ensure that any end customers and/or prospects you share the SOC 2 Report with are bound by the confidentiality terms herein (or more restrictive terms) and You acknowledge and agree that You remain liable to Cyxtera for all such onward disclosures of the SOC 2 Report; and (e) use the SOC 2 Report only for Your internal audit requirements and for no other purpose whatsoever, including, for publicity or marketing efforts.
2. If You are required by law, judicial action, the rules or regulations of a recognized stock exchange or listing authority, government department or agency or other regulatory authority to disclose any of the SOC 2 Report, You agree to promptly notify Cyxtera in writing, unless such order explicitly excludes such notice, in order to afford Cyxtera the opportunity to seek an appropriate protective order or other appropriate remedy.
3. Any violation or threatened violation of these terms of use may cause irreparable injury to Cyxtera, entitling it to seek all legal and equitable remedies, including injunctive relief.
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5. All notices required or permitted hereunder shall be in writing and shall be deemed given to Cyxtera when delivered or on the third business day after having been mailed with adequate first class postage affixed or sent, postage prepaid, by registered or certified mail, return receipt requested. Notices to Cyxtera shall be mailed to the attention of the Legal Department at the following address: 2333 Ponce De Leon Boulevard, Suite 900, Coral Gables, FL 33134.
6. These terms of use shall be governed by, and construed in accordance with the laws (other than the conflict of laws rules) of the State of Florida, USA.
7. End customers and/or prospects who are not users of the services acknowledge and agree that the SOC 2 Report is intended for users of the services and is provided for informational purposes only.

**I Accept**

**I Do Not Accept**