

## **LOCAL DE-CIX TERMS AND CONDITIONS OF BUSINESS (MEXICO)**

### **1. Scope**

These Local DE-CIX Terms and Conditions of Business, Mexico ("DE-CIX Terms and Conditions MX") of the DE-CIX group company ("DE-CIX"), as defined on the cover sheet of the DE-CIX Agreement (the "DE-CIX Agreement"), are an integral part of the DE-CIX Agreement between the contractual parties.

### **2. DISCLAIMER.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE IN THE DE-CIX AGREEMENT, DE-CIX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR SYSTEM INTEGRATION, OR OTHERWISE THAT WOULD EXTEND BEYOND THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN.

### **3. Limitations of Liability.**

EXCEPT FOR BREACHES STIPULATED IN THE DE-CIX AGREEMENT, OR AMOUNTS PAYABLE PURSUANT TO THE DE-CIX AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL DE-CIX BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES UNDER ANY LEGAL THEORY (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM

PERFORMANCE UNDER OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THE DE-CIX AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR BREACHES STIPULATED IN THE DE-CIX AGREEMENT, OR AMOUNTS PAYABLE PURSUANT TO DE-CIX AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DE-CIX BE LIABLE FOR DAMAGES IN EXCESS OF THE VALUE RECEIVED BY THE OTHER PARTY UNDER THE DE-CIX AGREEMENT. ALL CLAIMS BEYOND THOSE ALLOWED IN THESE DE-CIX TERMS AND CONDITIONS MX OR IN THE DE-CIX AGREEMENT FOR ANY LOSS OR DAMAGE FROM WHATEVER CAUSE ARISING, INCLUDING DAMAGE TO THE OTHER PARTY'S PROPERTY, SHALL BE EXCLUDED AND HEREBY WAIVED BY THE OTHER PARTY UNLESS SUCH CLAIM IS MADE BASED ON INTENTIONAL BAD ACTS OR GROSS NEGLIGENCE BY DE-CIX; IN SUCH CASE, DAMAGES SHALL BE LIMITED TO THOSE THAT ARE REASONABLY FORESEEABLE AS A RESULT OF THE INTENTIONAL BAD ACTS OR GROSS NEGLIGENCE BY DE-CIX.

### **4. Collection Costs, Competent Court, and Governing Law**

- 4.1 If DE-CIX is required to commence collection procedures to collect fees and prevails, the other party agrees to pay DE-CIX's attorney fees and court costs.
- 4.2 In the event of a dispute arising from DE-CIX Terms and Conditions MX and the DE-CIX Agreement, the parties agree to submit any dispute to the jurisdiction and competence of the courts located in Mexico City, waiving any other jurisdiction that may correspond to them

by virtue of their present or future domicile or for any other reason.

- 4.3 These DE-CIX Terms and Conditions MX are entered into, and shall be interpreted, construed, and enforced in accordance with the laws of Mexico.

**5. Severability clause**

All provisions of the DE-CIX Terms and Conditions MX are intended to be severable. In the event any provision or restriction contained herein is held to be invalid or unenforceable in any respect, in whole or in part, such finding will in no way affect the validity or enforceability of any other provision of the DE-CIX Terms and Conditions MX and the DE-CIX Agreement. The parties hereto further agree that any such invalid or unenforceable provision will be deemed modified so that it will be enforced to the greatest extent permissible under law, and to the extent that any court of competent jurisdiction determines any restriction herein to be unreasonable in any respect, such court may limit the DE-CIX Terms and Conditions MX to render it reasonable in the light of the circumstances in which it was entered into and specifically enforce the DE-CIX Terms and Conditions MX as limited.