

**Fill in this information to identify the case:**

Debtor Cytera Technologies, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)

Case number 23-14853

Official Form 410  
**Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. **Who is the current creditor?** Bridgepointe Technologies, LLC  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor \_\_\_\_\_

2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
See summary page	

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone 9494236601 Contact phone \_\_\_\_\_  
Contact email gjacobs@bpt3.net Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 94,535.00. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Commissions owed for Sales made and customer contracts still active

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/27/2023  
MM / DD / YYYY

/s/Gary Jacobs  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Gary Jacobs  
First name Middle name Last name

Title VP, Operations

Company Bridgepointe Technologies, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877)-726-6510 | International 001-310-823-9000

<b>Debtor:</b> 23-14853 - Cyxtera Technologies, Inc. <b>District:</b> District of New Jersey, Newark Division		
<b>Creditor:</b> Bridgepointe Technologies, LLC  999 Baker Way suite 310  San mateo, California, 94404 United States <b>Phone:</b> 9494236601 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> gjacobs@bpt3.net	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Commissions owed for Sales made and customer contracts still active	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 94,535.00	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Gary Jacobs on 27-Jul-2023 8:14:30 p.m. Eastern Time <b>Title:</b> VP, Operations <b>Company:</b> Bridgepointe Technologies, LLC		

## REFERRAL AGREEMENT

This Referral Agreement (this "Agreement") is made and entered into as of the Effective Date indicated in the signature blocks below by and between Bridgepointe Technologies, Inc. ("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, the "Parties".

WHEREAS, Referral Partner desires to refer customers to Cyxtera pursuant to the terms of this Agreement.

NOW THEREFORE, 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. "Commissions" means the commissions earned by the Referral Partner hereunder with respect to a Referred Opportunity, which shall be calculated by multiplying (a) the commission percentage therefor determined in accordance with the terms of the Partner Program by (b) the Revenues received by Cyxtera in respect of such Referred Opportunity.

1.2. "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 recipient from a third party not under a duty of confidence, (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.

1.3. "Partner Program" means the terms and conditions of the Cyxtera Partner Program, as the same may change in the sole discretion of Cyxtera from time to time upon providing sixty (60) days' written notice of such change, including, without limitation, Referral Partner qualification criteria; Referral Partner commission percentages based upon a Referral Partner's applicable partnership level and marketing and joint business planning initiatives; and, if applicable, minimum revenue commitments. Any change to the Partner Program shall only apply to Referred Opportunities for which a Lead Referral Form is first submitted thirty (30) days or more after the effective date of such change.

1.4. "Referred Opportunity" means a potential sales opportunity within the Territory with respect to specific Cyxtera Services that is referred by Referral Partner to Cyxtera by submission of a Lead Referral Form.

1.5. "Referral Period" with respect to a Referred Opportunity means a period of one (1) year from the date that the Referral Partner first submits a Lead Referral Form to Cyxtera with respect to such Referred Opportunity.

1.6. "Revenues" means commissionable revenues actually received by Cyxtera under a subscription agreement or other ordering document between Cyxtera and a referred customer entered into during the Referral Period with respect to a Referred Opportunity, minus any installation, one-time or non-recurring charges, taxes, charge-backs, discounts, refunds, surcharges, power (if metered and billed separately) and similar expenses. The commissionable revenue period (i.e., portion of term for which Commissions are payable and availability of Commissions for renewals or add-ons) with respect to any Service shall be determined in accordance with the terms of the Partner Program.

1.7. “Services” means Cyxtera products and/or services made available to Referral Partner under the Partner Program and provided to a customer in connection with a Referred Opportunity, which may include, but not be limited to (a) data center services (colocation and/or related services), (b) professional, training or implementation services, (c) software (d) cloud services (including infrastructure as a service (IaaS), platform as a service (PaaS), software as a service (SaaS) or other similar offerings) and (e) third-party hardware.

1.8 “Territory” means the geographic area(s) in which your Referred Opportunities shall be located, so long as the areas is one in which Cyxtera has Services available.

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 or incorporated into 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 may, at its own expense, employ and retain such independent sales agents (“sub-agents”) and direct sales representatives as it deems desirable to market the services of Cyxtera. All such sub-agents or sales representatives shall at all times be subject to the terms and conditions set forth in or incorporated into this Agreement and the Referral Partner shall be fully responsible and liable to Cyxtera for any breach by any of the Referral Partner’s sub-agents or sales representatives. 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.

3. 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. 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. 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) in accordance with Section 5, accept or reject, in its sole discretion, any opportunity or service orders or customer agreements for Services from any customer, except that Cyxtera may not reject a service order, keep for Cyxtera’s own account, and / or assign to another agent; unless such service order is rejected pursuant to subclauses (i), (ii), (iii), or (v) of the last sentence of Section 5 hereof; and/or (b) terminate any agreement or service order for services with any customer, in its sole discretion. Cyxtera shall have no liability to the Referral Partner for payment that might have been earned under this Agreement but for the inability or failure of Cyxtera to contract with a customer. The method of contacting and following up with any referred customer regarding the provisioning of any service order following the acceptance by Cyxtera of such service order 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.

4. Commissions. Cyxtera shall pay the Referral Partner any Commissions due hereunder within forty-five (45) days of receipt of collection of the related Revenue by Cyxtera. If Cyxtera makes an overpayment of commissions to Referral Partner, then within twelve (12) months of making such

overpayment, Cyxtera shall have the right to chargeback such overpayment against Commissions to be paid in Cyxtera's next commission run.

5. Referred Opportunities. In no event shall a potential sales opportunity be considered a Referred Opportunity unless (a) Referral Partner registers such potential sales opportunity by submitting to Cyxtera a Lead Referral Form, in the form attached hereto as Exhibit A or by any other method communicated to you by Cyxtera (which may be via e-mail), and (b) Cyxtera accepts such registration. At Cyxtera's request, 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 seventy-two (72) hours following Referral Partner's registration of a Referred Opportunity, Cyxtera shall provide Referral Partner with a written notification (which may be via e-mail) of its acceptance or rejection of the Referred Opportunity. If Cyxtera will not be able to provide said notice within the seventy-two (72) hour period, Cyxtera shall notify Referral Partner of such issue and another seventy-two (72) hour notice period will begin to run, during which Cyxtera must provide written notification of its acceptance or rejection of the Referred Opportunity. Failure to provide such notice following the two (2) seventy-two (72) hour periods shall be deemed an acceptance. Subject to Section 3, Cyxtera may accept or reject a Referred Opportunity in its sole and absolute discretion, including, without limitation, because: (i) the customer is or was in the previous six months an existing customer of Cyxtera's; (ii) the Referred Opportunity is a current lead registered by another referral partner or any other person; (iii) Cyxtera and the referred customer are engaged in negotiations regarding the entering into of a service agreement with respect to the Referred Opportunity or any substantially similar or related opportunity; (iv) 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, or is located in a territory that is subject to a United States trade embargo or is deemed a terrorist supporting country; or (v) the potential sales opportunity is outside of the Territory.

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

7. 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 expiration or termination hereof. 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, and counsel 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.

8. 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 in the same manner as Cyxtera does in its own

marketing materials and website. Any other use of Marks (e.g., on the Referral Partner's website) has to be designed in compliance with Cyxtera's trademark usage guidelines and be pre-approved by Cyxtera in writing.

9. Warranties; Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE 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.

Each party hereto 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 their performance under this Agreement, and (c) it shall maintain in full force and effect all licenses and permits required for their performance under this Agreement.

10. Term; Termination.

10.1 The term of this Agreement shall commence on the Effective Date, and shall continue in effect until terminated in accordance with the terms hereof.

10.2 Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party (or, if longer, such minimum advance notice requirement as required by mandatory applicable law).

10.3 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, except for a filing under US Bankruptcy Code, Chapter 11. 10.4 Notwithstanding the foregoing or anything herein to the contrary, if a sub-agent breaches this Agreement, Cyxtera notifies Referring Partner of such Subagent breach, Referring Partner removes such Subagent from working under this Agreement, then Cyxtera may not terminate this Agreement pursuant to Section 10.3.

10.5 Except in the event of termination for breach by Referral Partner pursuant to Section 10.3, Cyxtera will continue to pay Commissions to the Referral Partner in accordance with the terms set forth in and incorporated into this Agreement on Revenue received following termination of this Agreement for Referred Opportunities accepted prior to such termination for as long as Referral Partner would have been entitled thereon had this Agreement not been terminated.

10.6 The provisions of Sections 1, 2, 3, 5, 7 through 14, and any other provisions that by their nature should survive shall survive the expiration or termination of this Agreement for any reason, provided, that, Sections 2, 3 and 5 shall only survive with respect to Referred Opportunities for which Commissions continue to be payable to Referral Partner in accordance with Section 10.4. Referral Partner shall immediately cease the use of all Cyxtera brochures, literature, documentation and other materials within its control and each party shall return or destroy all Confidential Information of the



other party within ten (10) days following any termination of this Agreement, except that each party shall have the right to retain documentation in order to facilitate commission payments and perform accounting activities. Except as provided in Section 10.4, neither party shall have rights or claims against the other party in connection with termination, expiration or non-renewal of this Agreement.

11. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'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). THE FOREGOING LIMITATION ON LIABILITY SHALL NOT APPLY WITH RESPECT TO CYXTERA'S COMMISSION OBLIGATIONS HEREUNDER, REFERRAL PARTNER'S OBLIGATIONS TO REFUND ANY AMOUNTS THAT REFERRAL PARTNER IS OBLIGATED TO REFUND TO CYXTERA HEREUNDER, EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, EITHER PARTY'S OBLIGATIONS IN SECTION 12 OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, BUSINESS OPPORTUNITY, GOODWILL OR DATA, EVEN IF THE OTHER PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, EITHER PARTY'S OBLIGATIONS IN SECTION 12 OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

12. 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 referred by the Referral Partner. The Indemnified Party will not be entitled to indemnification if the claim arose from the negligence or willful misconduct of the Indemnified Party. The foregoing indemnity obligations are conditioned upon the Indemnified Party promptly notifying the Indemnifying Party in writing of such action. Provided that the Indemnifying Party promptly investigates and defends any such Losses, the Indemnifying Party will have control over the defense and settlement of the Losses, except that the Indemnifying Party will not have the right to enter into a settlement that imposes any obligation on the indemnified Party. The Party to be indemnified will furnish, at the Indemnifying Party's reasonable request and expense, information and assistance necessary for such defense.

13. 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 [IntegrityLine@CenturyLink.com](mailto:IntegrityLine@CenturyLink.com).

14. Miscellaneous.

14.1 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. In the event of litigation, each Party expressly waives its right to have its claims or defenses heard by a jury. 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.

14.2 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 14.1, 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). The prevailing Party will be entitled to recover its reasonable attorney's fees and costs in connection with such arbitration.

14.3 Assignment. This Agreement and any rights and obligations hereunder may not be transferred or assigned by either party, whether by operation of contract, law or otherwise, without the other party's prior written consent, and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement or a portion thereof: (i) in the event of a merger in which the party is not the surviving entity; (ii) in the event of a sale of all or substantially all of its assets; or (iii) to any party that controls, is controlled by or is in common control with such party. Notwithstanding the foregoing, the parties shall not assign to a direct competitor of the other party. 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.

14.4 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 or number Referral Partner provides) or only for non-material communications, by way of a posting on Cyxtera's Referral Program Website (if any) made available to Referral Partner, or (b) by Referral Partner via email to tina.gravel@cyxtera.com and legal@cyxtera.com with a copy to Cyxtera Technologies, 2333 Ponce De Leon Boulevard, Suite 900, Coral Gables, FL 33134, Attn: Legal Department.

14.5 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. 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, but excluding any taxes based on the other Party's net income) that may be applicable or arise as a result of Cyxtera's payment of Commissions to the Referral Partner.

14.6 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.

14.7 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.

14.8 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 the Parties specifically

identify the section(s) of this Agreement that the Parties intend to override in a writing signed by both Parties.


14.9 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. Cyxtera acknowledges that pursuant to the Channel Partner Agreement, Cyxtera DC has agreed to reimburse CenturyLink for all MRA Commissions paid by Qwest to Referral Partner. Cyxtera agrees that Cyxtera DC will continue to reimburse CenturyLink for all such MRA Commissions in accordance with the terms of the Channel Partner Agreement. In the event Qwest fails to pay Referral Partner any of the MRA Commissions when due, Referral Partner notifies Qwest of such failure in accordance with the terms of the MRA and Qwest fails to make payment thereof within the applicable cure period set forth in the MRA, Referral Partner shall have the right to require Cyxtera pay Referral Partner such unpaid MRA Commissions by notifying Cyxtera in writing, which written notice must include documentation reasonably satisfactory to Cyxtera evidencing the amount of such unpaid MRA Commissions. Cyxtera shall pay Referral Partner any such undisputed MRA Commissions within thirty (30) days of the receipt of such notice, provided, that, if prior to Cyxtera's payment of such MRA Commissions to Referral Partner, Qwest makes payment of such MRA Commissions to Referral Partner, Cyxtera shall have been relieved of its obligation to make payment of such MRA Commissions to Referral Partner. If Cyxtera disputes the amount of any MRA Commissions requested by Referral Partner to be paid by Cyxtera to Referral Partner in accordance with this Section 14.9, Cyxtera and Referral Partner will work in good faith to resolve the dispute. In the event Cyxtera pays any MRA Commissions to Referral Partner pursuant to this Section and Qwest subsequently makes payment of such MRA Commissions to Referral Partner, Referral Partner shall be obligated to refund the amount of such MRA Commissions to Cyxtera within thirty (30) days of Referral Partner's receipt of payment thereof from Qwest. If Referral Partner fails to refund any such amount to Cyxtera in accordance with the immediately preceding sentence, without prejudice to Cyxtera's rights hereunder to seek such a refund from Referral Partner, Cyxtera shall have the right to chargeback such amount against any future Commissions payable by Cyxtera to Referral Partner hereunder. Notwithstanding anything in this Agreement to the contrary, Referral Partner acknowledges and agrees that (a) in no event shall any Sales Opportunities be considered Referred Opportunities hereunder and (b) no such Sales Opportunities will be counted towards Referral Partner's tier or for any other purposes of this Agreement. Other than Cyxtera's obligation to pay MRA Commissions to Referral Partner pursuant to this Section 14.9, this Agreement applies solely with respect to potential sales opportunities that are considered Referred Opportunities hereunder. For purposes of this paragraph, (a) "Channel Partner Agreement" means that certain Channel Partner Agreement entered into between CenturyLink Communications LLC ("CenturyLink") and Cyxtera DC Holdings, Inc. ("Cyxtera DC"), an affiliate of Cyxtera, as of the 1st day of May, 2017, (b) "MRA" means that certain CenturyLink Master Representative Agreement dated January 20, 2012 between Referral Partner and Qwest Corporation d/b/a CenturyLink QC ("Qwest"), (c) "MRA Commissions" means commissions paid or payable by Qwest to Referral Partner under the MRA with respect to Sales Opportunities, and (d) "Sales Opportunities" means any sales opportunities referred by Referral Partner to Qwest under the MRA that relate to services currently being provided, or in the future provided, by Cyxtera, or an affiliate thereof, for which Referral Partner is entitled to receive commissions from Qwest under the MRA.

14.10 Counterparts; Facsimile or Scanned Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument. Facsimile or scanned signatures and/or signed facsimile or scanned copies of this Agreement shall legally bind the Parties to the same extent as originals.

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

**IN WITNESS WHEREOF**, Cyxtera and Referral Partner have caused this Agreement to be signed by their duly authorized representatives.

**Bridgepointe Technologies, Inc.**

By:  \_\_\_\_\_

Printed Name: Scott Evars \_\_\_\_\_

Title: Co-Founder \_\_\_\_\_

Date: \_\_\_\_\_

**Cyxtera Technologies, Inc.**

DocuSigned by:  
By:  \_\_\_\_\_  
AGA9ABFC51B943B...

Printed Name: Rene A. Rodriguez \_\_\_\_\_

Title: CFO \_\_\_\_\_

Effective Date: November 15, 2018 \_\_\_\_\_

**EXHIBIT A—LEAD REFERRAL FORM**

**CLIENT OPPORTUNITY:**

**CLIENT NAME:**

**CLIENT ADDRESS:**

**CLIENT WEBSITE:**

**CONTACT NAME:**

**CONTACT TITLE:**

**CONTACT NUMBER:**

**CONTACT EMAIL:**

**IF THE REFERRAL IS FOR COLOCATION SERVICES**

**DATA CENTER LOCATION:**

**APPROX POWER REQUIREMENT:**

**APPROX CABINET REQUIREMENT:**

**PARTNER CONTACT:**

**PARTNER NUMBER & EMAIL:**

**TIMEFRAME FOR INSTALLATION:**

**SPECIAL INSTRUCTIONS/NOTES:**