

## TERM LOAN AGREEMENT

**THIS TERM LOAN AGREEMENT** is entered into between on January 1, 2000 and memorializes the oral agreement between the parties as of January 1, 2000 ("Effective Date") by and:

Exodus Communications, Inc., ("Exodus Inc."), a U.S. corporation with its principal place of business at 2831 Mission College Blvd., Santa Clara, CA 95054 ("Lender"); and

Exodus Communications, GmbH, a corporation with its principal place of business at Larchenstrasse 110, 65933 Frankfurt ("Borrower").

### RECITALS

The parties recite and declare:

1. The Lender has raised funds through public debt offerings in the U.S. in order to finance, on a worldwide basis, its expanding operations and the build-out of internet data centers (IDCs) directly or through its affiliated entities.
2. The Borrower has requested the Lender to lend it up to the aggregate principal amount specified by Promissory Note, the form of which is attached hereto, subject to the terms and conditions set forth in this Term Loan Agreement ("Agreement") and the Loan Term Sheets attached, and forming an integral part of this Agreement.
3. The Lender has indicated its willingness to provide the Borrower the financing necessary to finance both the build-out of IDCs, and the latter's operations in accordance with the terms and conditions set forth below.

NOW THEREFORE, the parties hereto agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

a. In this Agreement, except where the context otherwise requires:

- 1) *Loan* means the aggregate principal amount specified by Promissory Note, which the Borrower can access, in whole or in part, through periodic Drawdowns, pursuant to the terms of this Agreement, and as reduced from time to time following repayment by the Borrower according to the terms of this Agreement.
- 2) *Drawdown* means the amount borrowed by Borrower from time to time, as evidenced by Promissory Note and summarized in the Loan Term Sheet. In all

cases, the aggregate amounts outstanding for all Drawdowns shall not exceed the aggregate amount specified in Loan Term Sheet.

- 3) *Interest Period* means, except as otherwise stated in the Loan Term Sheets attached hereto, the semi-annual periods ending June 30, and December 31 of each year, respectively, provided however, that the last Interest Period will end on the Loan Repayment Date.
  - 4) *Interest Payment Date* means, for each Interest Period, the last day of each Interest Period.
  - 5) *Loan Term Sheet* means an appendix to be attached to the Loan Agreement upon each Drawdown which shall specifically state, (a) effective date of the Drawdown; (b) the amount borrowed under such Loan Term Sheet; (c) the interest rate applicable. Upon signing by the parties of a Loan Term Sheet, it shall form an integral part of this Agreement.
  - 6) *Loan Repayment Date* means, with respect to each Drawdown evidenced by a Loan Term Sheet, the date which is the tenth anniversary of the effective date of the Loan Term Sheet.
  - 7) *Promissory Note* means a signed loan document evidencing the amount borrowed and the applicable interest rate.
- b. Headings are for ease of reference only and shall not affect the interpretation of this Agreement.

## 2. THE LOAN

- a. The parties agrees that the Borrower may, from time to time, borrow in whole or in part, the aggregate principal amount specified by promissory note, with each Drawdown to be specified on the Loan Term Sheet.
- b. Each Drawdown shall be governed by the terms and conditions set forth in this Agreement, as well as specific terms and conditions stated in the Loan Term Sheet. If there is a conflict between the two documents, the Loan Term Sheet shall prevail.

## 3. INTEREST RATE, INTEREST CALCULATION AND PAYMENT

- a. Until repayment of the Loan in full, the loan shall carry a per annum interest as specified in the Loan Term Sheet.
- b. Borrower will pay interest on each Draw Down as specified in the Loan Term Sheet, calculated semi-annually on the basis of a 365 day year and, in the case of an incomplete month, the actual number of days elapsed.

- c. Interest will be paid on each the Interest Payment Date.
- d. In case interest is not timely paid on an Interest Payment Date, Lender may at its discretion, charge additional interest at a rate of 1% per month on the amount accrued and unpaid until full payment of said amount.

#### 4 REPAYMENT OF THE LOAN AMOUNT

The loan shall be due on the Loan Repayment Date or upon the default by the Borrower.

#### 5. DEFAULT

- a. Any non-compliance by the Borrower of his obligations hereunder to repay the loan on the Loan Repayment Date shall constitute a material default under this Agreement.
- b. Unless the Borrower remedies such default (as far as it may be redeemable) no later than ten (10) business days following the delivery to it of a notice in this respect from the Lender, the Lender shall be entitled to terminate the loan agreement in full and claim repayment in full of the loan and payment of all accrued and outstanding interest together with any costs, court fees and lawyers' fees.
- c. In case a petition for bankruptcy or suspension of payments is filed in respect of the Borrower and/or the Borrower is declared bankrupt, suspends its payments, a voluntary or non-voluntary arrangements of its creditors is entered into or it generally becomes insolvent or otherwise unable to satisfy its debts as they become due, this shall also constitute a material default under this agreement.

#### 6 NOTICES

- a. Any notice for or permitted under this Agreement will be deemed to have been given when mailed postage prepaid by air mail, air courier, or telex or facsimile (followed by the actual document in airmail/courier if by telex or facsimile) to the party to be notified, at the address set forth on the first page of this Agreement, or at such other place of which the other party has been notified in accordance with this paragraph.
- b. Such notice shall be deemed to have been received fifteen (15) days after mailing, or in the case of a telex one (1) day after sending, or in the case of air courier two (2) days after delivery to the courier telex and telefax one (1) day after.

7 MISCELLANEOUS PROVISIONS

- a. Borrower shall make all loan repayments and interest payments in US dollars.
- b. This Agreement is binding upon the Lender and Borrower, their respective successors and permitted assignees.
- c. If any term, provision, covenant or condition of the Agreement is held invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect as if the Agreement had been executed with the invalid portion eliminated so long as the Agreement continues to express, without material change, the original intentions of the parties.
- d. This Agreement shall be governed by and construed under the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within California between California residents.
- e. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of California, San Jose Branch and the Superior and Municipal Courts of the State of California, Santa Clara County, in any litigation arising out of the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and operable as of the Effective Date.

EXODUS COMMUNICATIONS, INC.

EXODUS COMMUNICATIONS, GmbH

By: [Signature]

By: [Signature]

Name: R. Marshall Case

Name: Adam W. Weyner

Title: SVP & CFO

Title: Secretary



**LOAN TERM SHEET**

**Drawdown Appendix**

Effective Date of Drawdown (Repayment):	Amount of Loan Drawdown (Repayment)
10/15/00	US \$ 161,032.00
12/15/00	US \$23,564,602.00
Cumulative Drawdown	<hr/> US \$23,725,634.00

**Interest Rate:**

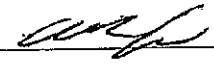
For Drawdown occurred between 10/01/00 and 12/31/00 – 11.375 %.

**Signed by:**

**EXODUS COMMUNICATIONS, INC.**

**EXODUS COMMUNICATIONS, GmbH**

By: 

By: 

Name: R. Marshall Case

Name: Adam W. Wegner

Title: EVP & CFO

Title: Secretary