

PROMISSORY NOTE**Dated:** as of October 1, 2000**Amount:** USD 23,725,634.00

Exodus Communications, GmbH ("Borrower"), a corporation existing under the laws of Germany, with its principal place of business at Larchenstrasse 110, 65933 Frankfurt, promises to pay to Exodus Communications, Inc. ("Lender"), a Delaware corporation with offices located at 2831 Mission College Blvd., Santa Clara, California, the principal sum of USD 23,725,634.00 under the following terms:

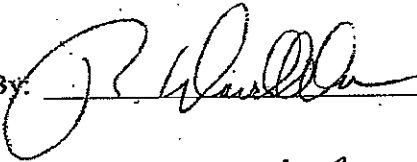
1. Interest rate: 11.375% from the date of the Advance
2. Term of the loan: Borrower must repay the loan by the 10th anniversary of this Promissory Note date.
3. Borrower must pay interest, on the Interest Repayment Date as specified in the Loan Agreement.
4. Lender shall indemnify and hold Borrower harmless for any withholding taxes due for payments under this loan.
5. Borrower must repay this loan immediately if Borrower becomes insolvent, or if it files a bankruptcy petition or a bankruptcy petition is filed against it.
6. This Promissory Note supersedes and replaces retroactively all prior agreements and understandings.
7. This Promissory Note is not transferable, except as expressly agreed by the Lender. Subject to the foregoing, this Note may be transferred only in compliance with applicable federal and state securities laws and only upon surrender of this original Promissory Note to the Lender for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Lender. Thereupon, a new promissory note for like principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered holder of the Promissory Note. The Borrower agrees to provide a form W-9 to the Lender on request.
8. Borrower waives presentment, notice of nonperformance, protest, notice of protest and notice of dishonor. No delay on the part of Lender in exercising any right hereunder shall operate as a waiver of such right under this Promissory Note


9. This Promissory Note shall inure to the benefit of and bind the successors, permitted assigns, heirs, executors, and administrators of the parties hereto.

10. This Promissory Note is made in accordance with and shall be construed under the laws of the State of California, other than the conflicts of law principles thereof.

Lender: Exodus Communications, Inc.

Borrower: Exodus Communications, GmbH

By: 

By: 

Name: R. Marshall Case

Name: Adam W. Wegner

Title: EVP & CFO

Title: Secretary

