

February 29, 2016

Equinix International Business Exchange Center Business Suite Licensed Policies

These International Business Exchange (“IBX”) Center Policies apply to Business Suite Licensed Space and Services in IBX Centers located in North America only. Please contact your Account Manager if you need a copy of the Policies that apply to any other Licensed Space or Services or any other regions. As set forth in the applicable Master Country Agreement or Order (solely for the purpose of ease of reference in these Policies, both documents will be referred to herein simply as “Agreement”), Equinix and Customer will comply with these Policies, and changes to the Policies will be effective upon notice. All capitalized terms not defined elsewhere in the Policies or Agreement are defined in the Definitions section at the end of the Policies.

A. Services

The Business Suite Licensed Space and Services consist of the following:

1. Setup and Installation. Unless otherwise agreed, Equinix will install Equinix-provided equipment prior to the Billing Commencement Date or Effective Date of the Order. If Customer requests that Equinix install additional products or materials (including Customer Equipment), it will be pursuant to a separate written Order, which will detail the applicable procurement and installation charges as mutually agreed. All initial configuration designs and subsequent substantial reconfigurations of the Licensed Space must be reviewed and approved by Equinix in writing prior to deployment, and Customer is solely responsible for and required to maintain proper hot/cold aisle configuration to ensure adequate cooling of space and cabinets, as determined by Equinix in its sole discretion.

2. Licensed Space. The square footage and power capacity of the Licensed Space will be specifically described in the Order. Each Business Suite comes standard with the following attributes:

- Caged or hard-walled enclosed Business Suite
- 1 point of demarcation for network connectivity
- 1 biometric hand geometry reader mounted on the exterior of the main entrance to the Business Suite
- 1 camera monitoring the entrance to the Business Suite

3. Power Service. Conditioned power is delivered to each Business Suite via a 2N redundant UPS system and Power Distribution Units (PDUs). A minimum of two (2) PDUs per specified increment are delivered with each Business Suite and each PDU is equipped with IEC/EN60687 0.2 class accuracy and ANSI C12.20 0.2 class accuracy power meters, which will continuously measure Customer power consumption in kilowatt-hours (kWh). Each pair of PDUs will be run diversely from different sides of the 2N redundant UPS system. Customer is solely responsible for designing, building and maintaining power distribution infrastructure on Customer’s side of the PDUs.

Power Service Billing: As listed on the Order, Power Services will be billed in three components, a Monthly Minimum Power Charge, an Additional Monthly Power Charge and an Administrative Fee.

The Monthly Minimum Power Charge will be calculated as (KWh/Month listed on the Order) * (Utility Rate) * (Operating PUE) and will be paid by Customer monthly, regardless of actual power usage.

“Utility Rate” is equal to the per kWh total cost to Equinix, inclusive of all taxes, levies, fees, tariffs and other charges from the local power utility. “Operating PUE” = Total Facility Power ÷ Customer Equipment Power. “Total Facility Power” is the total power consumption during the billing period measured at the utility meter feeding the IBX; that is, the power dedicated solely to the IBX; “Customer Equipment Power” is defined as the amount of power consumed by all Customer Equipment during

the billing period (sum of kWh measurements from all PDUs serving the Customer's Licensed Space). If there is a "PUE Cap" on the Order, then the Operating PUE will not exceed the PUE Cap.

The Additional Monthly Power Charge will be calculated as (Customer Power Usage – kWh/Month listed on the Order) * (Utility Rate) * (Operating PUE). "Customer Power Usage" is the total kWh consumed on all PDUs in Customer's Licensed Space during the month. For avoidance of doubt, if Customer Power Usage is less than or equal to the kWh/Month listed on Order, then Customer will not pay the Additional Monthly Power Charge.

The Administrative Fee will be listed on the Order as either a flat monthly rate or as a percentage of the total Power Services invoiced for the billing period.

Metered power invoices will be sent in arrears using the last known Utility Rate, PUE and Customer Power Usage for the billing period. Due to the delay in receiving invoices from electrical utilities, the Utility Rate used for calculating metered power charges may not be known until up to six months after the billing period. Once the Utility Rate for billing period is known, an invoice adjustment may be calculated and applied to the bill. Both parties intend and agree that the charges related to power usage will serve as a reasonable mechanism for passing through to Customer Customer's power usage and Equinix's actual cost for power used to support Customer's infrastructure in the IBX (e.g. equipment, cooling). Customer recognizes and acknowledges that power readings will be logged at the time of the reading, but these readings may not be easily recreated at a later date and thus will be presumptively deemed to be accurate at the time made. Additionally, if a PDU power meter fails or does not capture usage data, the readings from the same time as the meter failure during the previous business day will be used as a substitute for the missed readings.

4. **Redundant Power Circuit Policy.** A power circuit is a redundant circuit only if at all times it meets both of the following conditions:
(a) Condition 1: It is part of a Redundant Power Circuit Pair which, for the purpose of clarity, means that the two power circuits in a Redundant Power Circuit Pair are fed from diverse PDUs, are powering only equipment with redundant power supplies capable of auto-failover and are installed correctly, and
(b) Condition 2: The aggregate draw of such Redundant Power Circuit Pair does not exceed the rated capacity pursuant to the relevant local electrical code of one (1) of the power circuits in the Redundant Circuit Pair. If at any time a power circuit fails to meet either condition, then it is not a redundant circuit and will be deemed a primary power circuit.
5. **Cross Connects.** Equinix will install Customer-ordered Cross Connects so long as the other Customer to which the Cross Connect runs approves such Cross Connect. If any Cross

Connects are disconnected upon Customer request or due to termination or partial termination of an Order, Equinix may inform the other Customer of the disconnection. Equinix may also give the other Customer prior notice if it appears likely that the Customer will be disconnecting the Cross Connect due to an imminent Order expiration. For avoidance of doubt, Equinix will install and maintain all Cross Connects that exit the Business Suite, but will not install and maintain Customer Cross Connects, which are Cross Connects that do not exit the Business Suite. Equinix does not have any obligation to install, maintain or repair any Customer Cross Connects.

6. **Smart Hands Service.** Smart Hands Service is designed to provide Customers with onsite technical assistance, including but not limited to complying with Customer's simple instructions relating to remote management, installation or troubleshooting of its equipment within a Business Suite. For Smart Hands Services, Equinix's only obligation is to carry out the express instructions of Customer. Equinix reserves the right to reject a Customer's request or to require that a Customer's instructions be given in additional detail and in writing (which may be by electronic mail) before performing the Smart Hands Service. Notwithstanding anything to the contrary, Equinix has the right to perform Smart Hands Services where the Customer fails to timely act or Equinix has the right to act under the Policies or Agreement at Customer's expense.
7. **Access to the Customer Care Website.** Equinix grants each Customer access to the Customer Care Website under the terms and conditions set forth in the Customer Care Website Usage Policies, if any, and the Agreement with such Customer. Each Customer is responsible for maintaining the confidentiality of its account and password and for restricting and granting access thereto, and is responsible and liable for all activities that occur under its account, regardless of whether such activities are conducted by Customer or any other authorized or unauthorized third party. Equinix may modify the functionality and content of the Customer Care Website at any time and in any manner, and if Equinix develops Customer Care Website Usage Policies, Customer must comply with the Customer Care Website Usage Policies then in effect.

B. Notifications

Equinix will provide contact information for each Customer to use at any time in the event of an emergency or otherwise as needed by Customer. The Equinix Service Desk may be reached at servicedesk@equinix.com. Customer will designate one or more persons whom Equinix may contact at any time in the event of an emergency or otherwise as needed by Equinix. Each Customer will provide to Equinix a means of contacting such persons at any and all times. Equinix prefers, but does not require, that such contact method be the telephone number of a twenty-four (24) hour operations center staffed by persons familiar with the Customer's use of its Licensed Space and Equipment located within the Customer's Licensed Space.

C. Network System Numbers and Telecommunications

Equinix strongly encourages each Customer to have its own autonomous system number, as designated by the American Registry of Internet Numbers or its successor. Equinix is not responsible for providing telecommunications services to Customer, except that Customer may order Cross Connects from Equinix to connect to third-party telecommunications carriers that are approved by Equinix. Customer may not connect to third-party telecommunications carriers by any other connection, except with the prior written consent of Equinix. Equinix will provide Customer with a list of approved telecommunications carriers upon Customer request.

D. Equipment and Use of Licensed Space

1. Compliance with Law and Regulations. Customer will ensure that its personnel and Equipment will comply with all applicable: (a) federal, state, local, municipal or other laws, regulations, rules, ordinances, rulings, decrees, orders, directives, requirements, safety codes (including building codes) and product safety agency listings, as may be instituted or amended from time to time; (b) manufacturer specifications and requirements; (c) building regulations and all signs posted at any time (including changes in such signs) at the IBX Centers.

2. Non-Interference. Customer will ensure that its personnel and Equipment will not interfere with Equinix's operation or maintenance of the Licensed Space or IBX Center, or with the operations of any of Equinix's other customers. By way of example and not limitation, Customer will not:

- a. alter, tamper with, damage, adjust, repair, interfere with, or breach the security of the Licensed Space or Licensed Space of other Customers or the Equipment, property or services of any other Customers, vendors, contractors or other parties who license, sublicense, lease or sublease space or otherwise utilize space at the IBX Center or the IBX Center Properties, or provide services or products to those who do;
- b. alter, tamper with, damage, adjust, repair, interfere with, or breach the security of its Licensed Space, the IBX Centers or the IBX Center Properties (including, without limitation, the electrical and other building systems of the IBX Centers or the IBX Center Properties), or any equipment or property leased, licensed or owned by Equinix, including, without limitation, any Cross Connects and the Equinix Power Distribution System (including PDU and upstream electrical infrastructure, but excluding the RPPs and power distribution downstream of the output side of the PDU, which only Equinix will install, repair or alter);
- c. encumber or obstruct the sidewalks, driveways, yards, entrances, hallways, stairs or any common areas in or around the Licensed Space, IBX Centers or the IBX Center Properties;

- d. store or leave any loose or flammable items (including Equipment, cardboard, packaging materials, office supplies, etc.) inside or outside of its Licensed Space. If a Customer leaves any loose or flammable items inside or outside of its Licensed Space, Equinix may send an email notification to the Customer's company administrator. If the Customer fails to remove or to secure such items within two (2) business days of such notice, Equinix may, in addition to any other remedies it may have and at Customer's expense based on then-current rates, (1) remove and store such items or (2) unpack all Equipment or materials, securely store such items, either within Customer's Business Suite or elsewhere, and then dispose of the packaging and other flammable items. Notwithstanding anything to the contrary, Equinix shall have no liability with respect to actions taken in accordance with this provision, including, without limitation, damage to Equipment, triggering of warranty rights, etc.;
- e. create any nuisances at the IBX Centers or the IBX Center Properties;
- f. manufacture, generate, treat, transport, dispose of, release, discharge, or store on, under or about the IBX Centers, the IBX Center Properties or any surrounding properties, any Hazardous Materials, or use VRLA (valve-regulated lead-acid) batteries within the IBX Centers, unless the batteries are a manufacturer-installed and integrated part of equipment that is listed as an express exception to this rule in the Customer Welcome Document;
- g. block any exit route or aisle way or create a fire hazard;
- h. remove, move or replace floor tiles (solid or perforated), or access the subfloor space, or conduct any work in the subfloor area. All cabling should be via overhead infrastructure. Cabling via under the raised floor is not permitted;
- i. perform any work that involves the use of tools that may produce smoke, dust or strong odors (i.e. heat guns, hammer drills, grinders, etc.) before having such work scheduled and approved in writing by Equinix. Any such work may require the disabling of the fire alarm enunciation, smoke detection and suppression systems. Any fines imposed by any governmental entity, or any costs related to the replacement of the HVAC unit filters, installation of pre-filter media, or accidental discharge of the fire suppression system resulting from any events or alarms created by such work will be the full financial responsibility of the Customer;
- j. cause any electronic interference related to Customer's use of wireless communications equipment or hold Equinix responsible for any wireless interference not caused by Equinix; and

k. Equinix may require a Customer to immediately remove from any Licensed Space or IBX Center any Customer Equipment that, in Equinix's sole discretion, (i) causes a threat to safety (including any risk of fire or other hazard) to the operations of the IBX Center or the IBX Center Property, (ii) unreasonably interferes with the operations of Equinix, another Customer or any other person or entity that is licensing, sublicensing, leasing or subleasing space or otherwise utilizing any portion of the IBX Center or the IBX Center Property or (iii) violates any applicable law, rule or regulation.

3. Use.

Additionally, Customer will:

- a. not draw more than the kVA or kW amount listed on the Order ("Power Cap") in the Licensed Space ("Maximum Power Draw Qty/kVA" or Maximum Power Draw Qty/kW"). If the power draw exceeds the Draw Cap, Equinix will provide written notification to Customer and Customer must reduce the power draw to the Draw Cap within seventy-two (72) hours. If Customer does not resolve the situation with a mutually agreeable plan, Equinix may suspend Customer's power until the aggregate rated capacity of all power circuits equal the Draw Cap;
- b. be responsible for and use its Licensed Space only for configuring, providing, placing, installing, upgrading, adding, maintaining, repairing and operating its Equipment in a safe and lawful manner to the extent permitted by and subject to the terms of these Policies and Agreement;
- c. ensure that all of Customer's Equipment is securely fixed onto a cabinet or rack in a manner reasonably satisfactory to Equinix (i.e. ensure that none of its Equipment is stacked or resting on any of its other Equipment or the Equipment of any other Customer, sublicensee or third party, including Equinix). If a Customer has equipment that is too large or heavy for a rack or cabinet, including but not limited to large servers, Equinix may affix such Equipment directly to the raised floor or substructure and Equinix may charge Customer for doing so, per Smart Hands Service rates;
- d. ensure that all of the cables and wiring in its Licensed Space (other than any Cross Connects or Equinix's Equipment) are neatly wrapped and tied together (if a Customer fails to do so, Equinix may at its sole option neatly wrap and tie such wires and cables, and Equinix may charge the Customer for doing so, per Smart Hands Service rates);
- e. maintain its Licensed Space in an orderly and clean manner and in good repair and condition (reasonable wear and tear only excepted), and deposit litter, boxes and large items in designated trash receptacles or in appropriate locations outside the IBX Center Properties;
- f. use the restrooms, any shared work area, and any other common spaces in the IBX Centers and the parking areas outside of the IBX Centers in accordance with the terms of its Agreement, the Policies and any rules or signs then posted by Equinix in or near such areas;
- g. behave in a courteous and professional manner within the IBX Centers and not eat, drink or use tobacco products within the IBX Centers, except within areas designated by Equinix for such purposes;
- h. not use a shared work area that Equinix permits Customers to use for any purpose other than to repair its Equipment or use any other common areas at the IBX Centers or the IBX Center Properties for any purpose other than ingress and egress to and from its Licensed Space;
- i. not install any surveillance cameras or other surveillance equipment without Equinix's prior consent. Equinix reserves the right to require Customers to remove or relocate any surveillance cameras or surveillance equipment that Equinix deems to threaten or impede the security of the IBX Center (including the security of other Equinix customers). Customer may not bring recording equipment in, or take photographs of (whether by use of a camera, video camera, cell phone, wireless handset or otherwise) any part of the IBX Centers, except inside Customer's Licensed Space;
- j. not use the Services to compete with any Services offered by Equinix;
- k. not place furniture in its Licensed Space, except as permitted by the IBX Center Site Manager in his/her reasonable discretion. In the event that a Customer places furniture in its Licensed Space with the necessary consent from the IBX Center Site Manager, Equinix may at any time thereafter notify the Customer that the furniture must be removed within five (5) days of the notice. If the Customer fails to remove the furniture within the five (5)-day period, Equinix may remove the furniture, charge the Customer Smart Hands Service rates for doing so, and store the furniture at the Customer's expense;
- l. immediately notify Equinix of any damage or risk of damage to the IBX Centers or the IBX Center Properties, or damage to any equipment or property of any person in the IBX Centers or the IBX Center Properties;
- m. not contact or communicate with the building owner or Equinix's Landlord without Equinix's prior written consent;
- n. not use circuit splitters on any Equinix-provided power circuit; use UPS systems that are not provided by Equinix; or use 48v DC rectifiers that are not provided by Equinix without obtaining advance approval from Equinix;

- o. not access the drop ceiling or above; and
- p. not affix or maintain labels to any Ports or any Equipment that connects Customer's Equipment to Equipment belonging to other Customers (Equinix will affix and maintain such labels, which will contain information as determined by Equinix, including circuit identification and other information needed to identify each Equinix-provided Port).

E. Access

1. No Customer may attempt to gain fraudulent access to an IBX Center or any Equinix website.
2. Subject to the terms and conditions of the Customer's Agreement, a Customer will have access to its Licensed Space twenty-four (24) hours per day, three hundred-sixty-five (365) days per year. In the event of an emergency situation at any IBX Center or IBX Center Property (e.g., fire, building evacuation, medical emergency, weather-related emergency, terrorist attack, etc.), or drill, each Customer present at the IBX Center will be required to follow instructions given by the on-site Equinix Site Manager, or the designee.
3. Each Customer will provide Equinix with a list for each IBX Center (which list will be provided in writing or entered through the Customer Care Website) of Authorized Persons who may enter Customer's Licensed Space in such IBX Center. Except where specifically designated otherwise by a Customer, each Authorized Person for an IBX Center will have the right to authorize entry by any other person who is accompanied by such Authorized Person at the IBX Center. Each Customer will provide Equinix with written notification of any changes to Customer's list of Authorized Persons for any IBX Center at least one (1) full business day in advance of the effectiveness of such change. Equinix will refuse entry at an IBX Center to any person who is not named on a Customer's list of Authorized Persons for such IBX Center, unless such person is an Accompanying Person. Equinix reserves the right to refuse or withdraw approval of a person on any Customer's list for any IBX Center if such refusal or withdrawal is reasonable (such as where the person violates, or has previously violated, any of the Policies). Equinix also reserves the right to deny access to an Accompanying Person at an IBX Center if the denial is reasonable (such as where the Accompanying Person violates, or has previously violated, any of the Policies).
4. Each Customer is strongly encouraged (but not required, except as herein set forth) to give twenty-four (24) hours prior notice to Equinix (through the contact provided by Equinix) prior to visiting an IBX Center. Except in an emergency (as reasonably determined by Equinix). Non-scheduled visits by a Customer may lead to a delay in access or may be denied.

For all non-scheduled visits by a Customer, Equinix at its discretion may require Customer's administrative contact to call the Equinix Response Center to authorize the person's entry into the IBX Center and Customer's Licensed Space.
5. For any site tours of an IBX Center, Customer must, no later than 5 p.m. the day before the requested tour, arrange such site tour with Equinix and provide Equinix with the following data: Customer's organization name; purpose of tour; date/time of tour; names of visitors; authorization to access a specific Licensed Space (for existing Customers only); and any special instructions associated with a specific tour. Tour size is limited to a maximum of five (5) guests and one authorized tour guide on all tours, unless Equinix agrees to accommodate more persons. If so, Equinix will arrange for one authorized tour guide or Equinix security officer for every five (5) guests during normal business hours.
6. Access by a Customer to any shared work area (or any other common area where Equinix permits access by Customers) may be restricted by Equinix at any time, including when another Customer is in such area.
7. Equinix may, at its discretion, require any or all Authorized Persons of any Customer to have a full-face photograph taken at the IBX Centers for purposes of secure identification. And every person who accesses an IBX Center must use the then-in-use secure access means to enter and exit the IBX Center.
8. Upon any Customer's entry into an IBX Center, Equinix may (at its discretion) accompany Customer inside the IBX Center, and Equinix may (at its discretion) remain with Customer for the entire time that Customer is in the IBX Center. However, Customer will have privacy when Customer is in its Licensed Space, and Equinix will maintain sufficient distance from Customer at such times that Equinix will not have access to Customer's confidential information or activities.
9. Repeat visitors of a Customer requiring freedom of movement within certain areas of an IBX Center may be entered into the Security Access System ("SAS") if Customer's administrative contact requests this for a specific person in conjunction with a work visit. The person being registered in SAS is required to produce a government-issued photo ID for identity verification (driver's license or passport) and complete the on-site enrollment process with the assistance of Equinix security officers. After the visitor places his/her hand on the reader for scanning of biometric identification information into the SAS, the computer will identify/request which doors the person may access and automatically update the readers in real-time.
10. Equinix may access any Customer's Licensed Space (i) during an emergency; (ii) to perform Smart Hands Services or other services for Customer; (iii) as needed to perform those services necessary for the use of the IBX Center by

some or all Customers; (iv) for normal or routine operational inspections; or (v) as otherwise permitted under such Customer's Agreement.

11. If the landlord or owner of an IBX Center or an IBX Property wishes to access a Customer's Licensed Space, Equinix will accompany such persons during such visit, and Customer shall, if practicable, receive advance notice from Equinix and have an opportunity to be present.
12. Equinix reserves the right to deny IBX Center access to Authorized Persons and Accompanying Persons who do not have a business purpose at an IBX Center where access is requested.
13. Equinix reserves the right to exclude or expel from the IBX Center any person who, in Equinix's judgment, is under the influence of alcohol or drugs, or who, in Equinix's judgment, poses a risk to persons or property in the IBX Center.
14. Customers, Authorized Persons and Accompanying Persons must follow the instructions of the IBX Center Manager or his designee during an emergency.
15. Customer must request a hand scan for work visits so the Customer may gain access to the Business Suite. The Customer must also submit a hand scan de-install ticket to remove a hand scan from the system.

F. Shipping Policies

1. The shipping policies are subject to change by Equinix without notice, and such changes are effective immediately.
2. Customer will be responsible for coordinating delivery or shipment times with shippers; loading and unloading their deliveries and moving it to their Business Suite; providing all packaging and packing materials, including labels; proper packaging, crating, labeling of all items for shipment; all shipment expenses; arranging any required customs clearance at the port of entry; properly disposing of any packaging materials in the proper receptacle (any cleanup by Equinix employees will be billed per Smart Hands Service rates).
3. Equinix will have staff on site Monday to Friday from 7 a.m. – 5 p.m. (excluding holidays) to assist with the loading and unloading of Customer shipments. For security purposes and proper handling of equipment, all outgoing shipments must be scheduled 24 (twenty-four) hours in advance and Customers will not have unescorted access to the Loading Dock. All requests, including those for assistance after normal hours and on weekends and holidays, should be submitted through the Smart Hands ticketing system located at the Equinix Customer Portal <http://portal.equinix.com> or AP Service Desk, and standard Smart Hands charges will apply.

G. Power Provisioning Policy

Customers must adhere to the following policies when provisioning power within their suite:

All power provisioning must be conducted by a certified electrician approved by Equinix. Equinix reserves the right to disallow any contractor (either an individual or company) from accessing the IBX. Customer must:

- a. comply with all local and national codes and obtain all applicable permits;
- b. size circuit breakers correctly based on the expected load and PDU breaker configuration. Panel board shall be either UL- or CSA-certified, with label affixed to the unit;
- c. balance loads across phases inside the PDU to the extent possible;
- d. follow all Equinix policies (e.g., security, SOP, safety, pre-job briefings, hot work permit, lock out / tag out, approval from Equinix prior to work); and
- e. conduct the following tests: (i) Torque test; (ii) Ground test to ensure proper grounding installation per local and national electrical code (iii) Megger test. The installing electrician has to provide to Equinix written approval that he/she has conducted the tests, adhered to the policy and provided copies of the permits.

Equinix reserves the right to conduct an additional inspection prior to energizing the breaker PDU, and this inspection may include the customer RPP. Once validated and approved by Equinix, Equinix will remove the lock on the PDU breaker so the installation electrician can close the breaker.

The PDU within the Business Suite remains under the control of Equinix and subject to routine inspection and maintenance, and Customer will be notified at least seven (7) days in advance of an inspection, unless an emergency condition warrants an immediate inspection. Customer understands the PDUs used in Business Suites have a shunt trip that will open in the event it gets de-energized.

All electrical infrastructures upstream from the output side of the PDU (e.g., distribution panels, UPSs, generators, etc.) will remain under Equinix control and will not be accessible to the Customer (excluding PDU breaker, as noted above). Customer must conduct an annual electrical inspection, including an IR scan of all power circuits and tightening lugs where required.

H. General

For all purposes under the Policies, each Customer has full responsibility and liability for all acts or omissions of Customer's Authorized Persons, Accompanying Persons, and Associated Entities, and all such acts or omissions will be attributed to Customer

for all purposes, including for the purposes of determining whether Customer has failed to abide by the Policies. Without limiting the foregoing, Customer is responsible and must ensure that Customer's Authorized Persons, Accompanying Persons and Associated Entities do not take any actions that Customer is prohibited from taking under the Policies. The Policies are not intended to impose upon any Equinix Entity any liability or obligations to a Customer for which an Equinix Entity is excluded from being liable or responsible for under the Agreement. The Policies also are not intended to increase the liability of any Equinix Entity with regard to any matter for which such liability is limited under the Agreement.

I. Definitions

The following terms shall have the respective meanings stated below for the purposes of these Policies. In addition, for each Customer, the following terms shall have the respective meanings stated below for purposes of such Customer's Master Country Agreement, to the extent that such Master Country Agreement uses but does not define a term defined below:

1. **Accompanying Person** shall mean, for each Customer, each person (other than an Equinix employee) who is accompanied by an Authorized Person while at an IBX Center.
2. **Agreement** shall mean, for each Customer, the Master Country Agreement and any document incorporated by reference thereto executed by Customer and one or more Equinix Entities.
3. **Business Suite** shall mean Customer's Licensed Space.
4. **CSA** shall mean Canadian Standards Association.
5. **Customer Care Website** shall mean Equinix's customer care website accessible via the Internet at a location designated by Equinix (which location Equinix may change from time to time at its discretion).
6. **Customer Care Website Usage Policies** shall mean the website usage policies that Equinix at any time adopts for the Customer Care Website, and which may be changed from time to time at Equinix's discretion.
7. **Customer Cross Connect** shall mean a physical interconnection, including cable, connections, and other wiring, that (i) does not exit a Customer's Business Suite; (ii) does not connect a Customer to another Equinix customer; and (iii) interconnects (a) Equipment belonging to a Customer or (b) Equinix-provided Equipment in a Customer's Business Suite with Customer's Equipment.
8. **Equinix** shall mean Equinix LLC., Inc. Notwithstanding the foregoing, if, on behalf of Equinix, another Equinix Entity agrees to this Order with Customer, it is that Equinix Entity that will provide the Services and who will be deemed Equinix for this Order.
9. **Equinix Power Distribution System** shall mean any and all Hendry panels (or other Equinix specifications- compliant DC distribution panels), locks, and power strips and electrical, utility, or power distribution systems and items that are installed by Equinix.
10. **Equipment** shall mean, for each Customer, all network and/or computer equipment (including wiring and Customer Cross Connects between such equipment and the Customer's Equipment) that is located in the Customer's Licensed Space, regardless of whether such equipment is owned, leased, or otherwise obtained for use by the Customer or the Customer's Authorized Persons, Accompanying Persons, or Associated Entities (but this does not include Cross Connects or Equinix Equipment located in the Customer's Licensed Space).
11. **Hazardous Materials** shall mean (i) asbestos, or any substance containing asbestos; (ii) polychlorinated biphenyls; (iii) lead; (iv) radon; (v) pesticides; (vi) petroleum or any other substances containing hydrocarbons; (vii) any substance which, when on the IBX Centers or the IBX Center Properties, is prohibited by any environmental Laws; (viii) those matters described in the Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. §9601 et. seq. ("CERCLA"); and (ix) any other substance, material or waste which: (a) by any environmental Laws requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal; or (b) is defined or classified as hazardous, dangerous or toxic pursuant to any legal requirement.
12. **IBX Center Property** shall mean the real property on which, and the building in which, an IBX Center is located.
13. **IBX Centers** shall mean, for each Customer, the Internet Business Exchange Centers leased or owned by Equinix in which Customer licenses Spaces or receives Services from Equinix pursuant to this Order.
14. **Lease Agreement** shall mean, for each Customer, the Agreement executed by Customer and one or more Equinix Entities.
15. **Licensed Space** shall mean, for each Customer, the areas licensed by a Customer and as identified in the Order as to the amount of space. For each Licensed Space, Equinix will determine at all times during the term the exact location in the IBX Centers where the Licensed Space for each Customer will be located, and Equinix will notify each Customer accordingly.
16. **Point of Demarcation Equipment or Equipment** shall mean: (1) patch panels, DSX panels for category 5 twisted pair, co-axial, single and multi-mode fiber; or (2) other appropriate (as reasonably determined by Equinix) point of demarcation equipment.

- 17. **Policies** shall mean the procedures, rules, regulations, security practices and policies adopted by Equinix that are then in effect for the IBX Centers, including this document, and as they may be amended from time to time by Equinix.
- 18. **Ports** shall mean all wiring, connections, circuitry and utility ports at the Equipment.
- 19. **Power Distribution Unit** shall mean a device that distributes power.

- 20. **Redundant Circuit Pair** shall mean two identical power circuits installed in the same cabinet or rack, sourced by redundant PDUs.
- 21. **RPP** shall mean remote power panel.
- 22. **UL** shall mean Underwriters Laboratories Inc.

Service Level Agreement

The purpose of this Service Level Agreement (“SLA”) is to define the measurable performance levels for the provision of Equinix Business Suite and specify remedies available to Customer if Equinix fails to achieve these levels, as specified below. Words capitalized but not defined in this SLA will have the meaning defined in the Agreement.

1. Power Services

Redundant Power 99.999% monthly uptime. For the purposes of this paragraph, Redundant Power is considered “Unavailable” when one or more functioning cabinets (“Cabinet”) that include Customer-provided automatic failover capability is powered by two (2) power circuits from different power buses in compliance with Equinix’s Redundant Power Circuit Policy, and the Cabinet experiences an interruption in electrical power caused by a simultaneous failure of the power supply to both Power Distribution Units (“PDU”)s serving the suite. Subject to Section 4 herein, if Unavailability exceeds the amount of time specified in Table A below, Customer will be entitled to a credit equal to the corresponding percentage of the amount listed on the invoice as Business Suite kVA.

Table A – 99.999% Monthly

CONSECUTIVE MINUTES OF UNAVAILABILITY	CREDIT TO CUSTOMER (% OF BUSINESS SUITE KVA MRC)
Equal or more than 26 seconds and less than 60 minutes	1/720th
Equal or more than 60 minutes and less than 12 hours	1/30th
Equal or more than 12 hours and less than 24 hours	7/30th
Equal or more than 24 hours and less than 48 hours	15/30th
More than 48 hours	30/30th

2. Environmental Services

Temperature. For the purposes of this paragraph, temperature is considered Unavailable when the temperature in the suite drops below 64.4 F (18 C) or exceeds 80.6 F (27 C). Subject to Section 4, if Unavailability exceeds the amount of time specified in Table B below, Customer will be entitled to a credit as specified therein.

Humidity. For the purposes of this paragraph, Humidity is considered Unavailable when the humidity drops below twenty-five percent (25%) or exceeds sixty-five percent (65%). Subject to Section 4, if Humidity Unavailability exceeds the amount of time specified in Table B below, Customer will be entitled to a credit as specified therein.

Table B – 99.99% Monthly

CONSECUTIVE MINUTES OF UNAVAILABILITY	CREDIT TO CUSTOMER (% OF BUSINESS SUITE KVA MRC)
Equal or more than 4 minutes and less than 60 minutes	1/720th
Equal or more than 60 minutes and less than 12 hours	1/30th
Equal or more than 12 hours and less than 24 hours	7/30th
Equal or more than 24 hours and less than 48 hours	15/30th
More than 48 hours	30/30th

3. Cross Connect

Cross Connect. A Cross Connect is considered Unavailable when the passive physical media that Equinix uses for the Cross Connects fails and the endpoints of the Cross Connect are not able to maintain a communication connection due to the failure of the physical media. Subject to Section 4, if the Cross Connect becomes Unavailable, Customer will be entitled to a credit of the MRC of the affected Cross Connect. For avoidance of doubt, this section applies only to Cross Connects that extend outside of Customer's suite, and Equinix has no liability for cross connects with both endpoints within the Customer's suite. Additionally, in any calendar month the maximum credit to which Customer shall be entitled to for any particular Cross Connect will not exceed that particular Cross Connect's MRC.

4. General

Notwithstanding anything to the contrary in this Attachment or the Agreement, the following provisions apply to all Business Suite Licensed Space and Services:

If Equinix fails to meet the service level thresholds stated herein, the credits set forth in this Attachment are Customer's sole and exclusive remedy for Equinix's failure to achieve a particular service level metric specified hereunder. For the avoidance of doubt, under no circumstances will any damages accrue to Customer in consequence of a failure by Equinix to meet the Service Levels, nor will such failure constitute a breach of the Agreement entitling Customer to terminate

the Agreement, except as expressly provided herein. In any calendar month, the maximum credit to which Customer shall be entitled will not exceed the Business Suite kVA MRC. All periods of Unavailability must be verified by both Parties, and approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. The period of Unavailability is measured from the Customer's notification to Equinix of the incident to the time the Unavailability has been corrected. For avoidance of doubt, Equinix measures Temperature and Humidity Unavailability between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a Cabinet. Customer shall not be entitled to a credit if the event or condition that would have otherwise given rise to the credit was caused by a Force Majeure event, scheduled maintenance windows, Customer's equipment, actions or inactions of Customer or its Customer Parties, including but not limited to unauthorized changes to the Licensed Space configuration (including modification of floor tiles or change of Cabinet density) exceeding the suite's power threshold as determined by Equinix, or if Customer does not request a credit from Equinix in writing within seventy-two (72) hours after the incident.

United States: unless otherwise designated by Equinix, the Equinix Response Center can be reached: 1) via email to support@equinix.com; 2) via telephone 1 866 EQUINIX (+1.866.378.4649); or 3) via website <http://ecc.equinix.com>.