

CONTRACTS

EQUINIX CUSTOM PARTS AND LABOR POLICY

September 6, 2017

This Equinix Custom Parts and Labor Policy (“Policy”) supplements and sets forth additional terms and conditions governing the use of Equinix Custom Parts and Labor by the Customer, as further described in the applicable Order.

1. Product Description

The Order (or attached Scope of Work) specifies the parts and/or labor that Equinix will install or complete for Customer.

2. Customer Responsibilities

Customer must provide Equinix with all requested information in a timely manner or charges may apply even if Equinix cannot complete the work. Customer must also obtain for Equinix the consent of Customer’s subcontractors and third party providers if necessary for Equinix to complete its obligations hereunder, including the right to use and access Customer’s Equipment and any third party software provided by Customer. Customer acknowledges that: (i) Equinix’s sole obligation is to carry out the express instructions of Customer and if Equinix cannot complete the work due to no fault of Customer, Equinix will, at its option and as Customer’s sole remedy, either not charge Customer for the incorrect work performed or re-perform the work in accordance with Customer’s express instructions; and (ii) the parts and labor specified are an estimate and Customer will be obligated to pay the charges set forth in the Order even if Equinix completes the work with less parts or labor than initially determined.

3. Miscellaneous

At the conclusion of the work, Customer will own all custom parts specified in the Order, including those that are provided by Equinix or third parties on Customer’s behalf and they will be considered Customer Equipment for purposes of the MCA unless the Order specifically designates that Equinix will own such parts.