

# CONTRACTS

## FIBER CONNECT POLICY

February 21, 2020

This Equinix Fiber Connect Policy ("Policy") supplements and sets forth additional terms and conditions governing the use of Fiber Connect by the Customer, as further described in the applicable Order. Any terms not defined herein will have the meaning given to them in the Order or the MCA.

### 1. Description of Products

Fiber Connect provides dark fiber connectivity between Equinix International Business Exchange™ (IBX®) Centers within a metro area or between an Equinix IBX® and a third-party data center as available.

A Fiber Connect Diverse Pair provides resiliency for each Fiber Connect by using two diverse paths which are associated with each other.

### 2. Customer Responsibilities

Subject to local availability and Customer's eligibility (as defined by Equinix), Customer may order the Fiber Connect interconnection product. Extensions to the Building Meet-Me-Room are available and may be ordered as an Extended Cross Connect interconnection product. Policies for such product are located at <http://www.equinix.com/resources/product-documents/extended-cross-connect/>.

As a condition to Customer's eligibility, Customer will (i) ensure that it has the necessary equipment required to transmit the signal across the distance of the Fiber Connect, and (ii) provide a Letter of Authority if requested by Equinix.

The parties will agree on each precise termination location of this product within the Equinix IBX Center prior to the installation of such Fiber Connect(s). Customer must provide all necessary materials and equipment required for the operation of such Fiber Connect(s).

### 3. Service Levels and SLA Credits

The purpose of this Service Level Agreement ("SLA") is to define the measurable performance levels for Fiber Connects and specify remedies available to Customer if Equinix fails to achieve these levels. The credits set forth in this attachment are Customer's sole and exclusive remedy if Equinix fails to meet the service level thresholds stated herein. In any calendar month, the maximum credit to which Customer will be entitled will not exceed the MRC for such affected Fiber Connect. All periods of Unavailability must be verified by Equinix, and approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved.

4.3.1 "Unavailability" for a Fiber Connect is defined as the period of time when the Customer notifies Equinix that the passive physical media that Equinix uses for the Fiber Connects fails and the endpoints of the Fiber Connect are not able to maintain a communication connection due to such failure. Equinix will have 16-hours following Customer's notification to Equinix of the incident to remedy the Unavailability. If the Unavailability continues for more than 16 hours, Customer will be entitled to a credit equal to the MRC for the affected Fiber Connect.

4.3.2 "Unavailability" for a Fiber Connect Diverse Pair is defined as the period of time when the Customer notifies Equinix that both passive physical media that Equinix uses for the Fiber Connect fails and the endpoints of both Fiber Connects within the Fiber Connect Diverse Pair are not able to maintain a communication connection due to such failure. For the purpose of the Fiber Connect Diverse Pair SLA and subject to the last paragraph of this section, Unavailability credits are specified below in Table 1.

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Premium	Up to 3 per day	24 Hours	100% NRC
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(ii) for any IBX located within the New York City metro area:

**Table 1: Fiber Connect Diverse Pair**

Monthly Availability per Fiber Connect Diverse Pair	Cumulative seconds of Unavailability per Fiber Connect Diverse Pair per calendar month	MRC credit per Fiber Connect Diverse Pair
99.999%	< 25 seconds	100% per pair

Customer will not be entitled to a credit if the event or condition that would have otherwise given rise to the credit was caused by any of the following: acts of God, war or acts of terrorism, labor strikes or other labor action, fire, flood, earthquake, landslide, earth movement, hurricane, typhoon, tsunami, volcanic eruption or other natural disaster, riot or civil unrest, official orders from judicial, law or civil authorities, scheduled maintenance, Customer's equipment, actions or inactions of Customer or its representatives, actions or inactions outside of Equinix's reasonable control; or if Customer does not request a credit from Equinix in writing at the appropriate country contact within seven (7) days after the incident entitling Customer to a credit has been remedied.

**Table 3: New York City metro Provisioning Intervals**

Provisioning Type	Number of Fiber Connect	Provisioning Interval	SLA Credit
Plus	Up to 3 per day	5 Business Days	100% NRC
Premium	Up to 3 per day	5 Business Days	100% NRC

#### 4. Provisioning Intervals

Upon Equinix's acceptance of a valid Order, Equinix will install Fiber Connects in accordance with the Tables listed below for the specific classification of IBX, which can be found on this link:

<http://www.equinix.com/resources/product-documents/equinix-ibx-classification/>.

(i) for any IBX located outside of the New York City metro area:

**Table 2: Non-New York City metro Provisioning Intervals**

Provisioning Type	Number of Fiber Connect	Provisioning Interval	SLA Credit
Plus	Up to 3 per day	3 Business Days	100% NRC

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### 5. License

Notwithstanding anything to the contrary, this license is not transferable or assignable and use must be solely limited to Customer's internal purposes, which may include remote peering but should not be used in any way to: (i) resell Equinix's Products to any third party, or (ii) make Equinix's Products available to any third party that does not maintain a physical presence in the IBX Center, or (iii) allow a third party that does not have a presence within the IBX center to connect to any Equinix interconnection exchange or to any Customer within the IBX unless that third party has signed an Equinix MCA. For avoidance of doubt, this section shall not prohibit Customer from using the Fiber Connect for its internal purposes with respect to its own Licensed Space within the IBX Center. If Equinix believes that Customer has violated this use restriction, Equinix may immediately terminate the Licensed Space and Services upon written notice to Customer.