

CONTRACTS

PARTNER IX POLICY

June 14, 2018

This Partner IX Policy (“Policy”) supplements and sets forth additional terms and conditions governing the use of the Internet Exchange Service (“IX Service”) provided by a Partner, as further described in the applicable IX Service Order.

1. Definitions

Partner: third party provider of internet services as further described in the Provider Terms.

Provider Terms: Partner’s IX Service terms and conditions, which are provided to Customer by Equinix and are hereby incorporated by reference herein.

All capitalized terms not otherwise defined in this Policy will have the meanings given to them in the Agreement, Order, Policies, or Provider Terms.

2. Customer Responsibilities

Customer acknowledges that Equinix provides the IX Service using the services of a Partner. This Policy and the Provider Terms are binding only in relation to the IX Service provided in the IBX location specified on the Order. This Policy will prevail over the Provider Terms. In the event of any ambiguity, conflict or inconsistency between the Equinix documents and the Provider Terms, the documents will be given a descending order of precedence as follows: (i) the Order; (ii) the MCA, including any attachments and exhibits thereto; (iii) the GTCs; (iv) all Equinix policies including this Policy; and (v) the Provider Terms. Each party agrees to do all things and execute all further documents necessary to give full effect to this Policy.

Customer further agrees that to the extent that the Partner limits, modifies or otherwise changes the

services provided to Equinix in order for Equinix to provide the IX Service to Customer, Equinix may likewise limit such IX Service provided to Customer. Customer agrees to abide by the Provider Terms, as amended from time to time by the Partner.

Customer agrees that in relation to any time-related obligations imposed on the Partner in the Provider Terms, an additional three (3) days shall apply, mutatis mutandis, to Equinix. In relation to any time-related obligations imposed on the customer in the Provider Terms, three (3) days less shall apply, mutatis mutandis, to Customer.

3. Disclaimer

To the maximum extent permitted by law, Equinix disclaims all liabilities and all warranties, both express and implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement relating to or arising out of the provision of the IX Service to Customer.