

SPAIN MANAGED SERVICES INFRASTRUCTURE AS A SERVICE POLICY

9 April 2020

This Spain Managed Services – Infrastructure as a Service Policy (“Policy”) supplements and sets forth additional terms and conditions governing the provision of Infrastructure as a Service (“IaaS”), as specified in the applicable Order. This Policy shall form part of the terms and conditions of the Order and the Master Country Agreement or other similar agreement between the Parties (“Agreement”).

1. Service Description

1.1 Definitions

Capitalized words used in this Policy will have the meaning ascribed to them herein, but if not defined in this Policy shall have the meaning ascribed to them in the Agreement.

“**Availability Zone**” means each of the IBX Data Centers in which IaaS is available.

“**Bundle Host**” means two (2) Compute Hosts dedicated to a single Customer. Only one of the Compute Hosts in the Bundle Host can be used at any one time, as the other Compute Host is used to provide high availability.

“**Compute Host**” means a physical server providing physical compute resources (CPUs and RAM).

“**DHCP**” means Dynamic Host Configuration Protocol, which is a protocol for assigning dynamic IP addresses to devices on a network.

“**GeoExtended vDC**” means a vDC where the Resources are from two or more Availability Zones, either working independently or in combination by extending the network across two or more Availability Zones.

“**GNU**”, “**GPL**” or “**General Public License**” means a publicly available software license, which enables users to freely run, share and modify the software in accordance with its terms.

“**Hypervisor**” means software installed on Compute Host(s) that creates and manages Virtual Machines.

“**IaaS Fees**” means the Fees payable for the applicable calendar month for the affected IaaS.

“**MPLS**” means Multi-Protocol Label Switching, which is a type of data-carrying technique for high-performance telecommunications networks.

“**P2P**” means Peer to Peer which is a direct connection.

“**Resources**” means any of the VMs, network elements and Storage resources for IaaS set out in an Order.

“**SDN**” means Software-Defined Network, which is comprised of multiple kinds of network technologies designed to make the network more flexible and agile.

“**Single vDC**” means a vDC where the Resources are from a single Availability Zone.

“**Storage**” means an amount of disk space made available to Compute Hosts from one or more storage devices, which may be dedicated or shared.

“**Synchronous Mirroring**” means an approach to data backup that involves data being written to a remote disk and local disk simultaneously.

“**Tenant**” means a unique account for the Customer established for IaaS, and a Customer may have multiple Tenants.

“**Tiered Storage**” means the assignment of different categories of data to different types of storage media to reduce total storage cost. “**Tiers**” are determined by performance and cost of the media, and data is categorised by how often it is accessed.

“**vCPU**” means virtual CPU, which is the CPU allocated to a Virtual Machine.

“**vDC**” or “**Virtual Data Center**” means the Resources provided to a Tenant.

“**Virtual Machine**” or “**VM**” means a virtual server, comprising a collection of virtual compute and storage resources, including vCPU and vRAM, which emulates the behaviour of a physical server.

“**vRAM**” means virtual RAM, which is the RAM allocated to a Virtual Machine.

1.2 IaaS Models

1.2.1 IaaS – Platform

“IaaS – Platform” means the provision to the Customer of IaaS with VMs, Storage and network elements on shared Compute Hosts.

1.2.2 IaaS – Dedicated Host

“IaaS - Dedicated Host” means the provision to the Customer of IaaS with VMs, Storage and network elements on Compute Hosts dedicated to the Customer. There are two ways of purchasing Compute Host in this model: either as individual Compute Hosts or Bundle Hosts.

1.2.3 IaaS – Single Compute Host

“IaaS – Single Compute Host” means the provision to the Customer of a Compute Host without a Hypervisor installed on it. This Compute Host is dedicated to the Customer, but only Equinix can manage the operating system installed on it because Customer is not permitted to have physical access to the Compute Host.

1.3 Set Up

In providing IaaS, as either an IaaS – Platform, an IaaS – Dedicated Host or an IaaS – Single Compute Host, Equinix will:

- a) manage and maintain physical IT infrastructure from within an Equinix IBX Data Center used to provide IaaS, excluding for this purpose the connections to such IT infrastructure (the “Infrastructure”);

IaaS – Platform

- b) set up and manage a vDC, as specified in an Order on the Infrastructure using Compute Hosts with a chosen Hypervisor, where the Compute Hosts are shared between Equinix and all Customers receiving IaaS – Platform;

IaaS – Dedicated Host

- c) set up and manage a vDC, as specified in an Order on the Infrastructure using Compute Hosts with a chosen Hypervisor where the Compute Hosts will be dedicated to the Customer;

Both IaaS – Platform and IaaS – Dedicated Host

- d) provide allocated Storage, as specified in an Order;
- e) provide a catalogue with operating system (“OS”) templates;
- f) set up access to Equinix’s self-provisioning portal for IaaS to enable the Customer to use the VM(s);

- g) depending on the products specified in the Order, set up:
 - i. additional internet access;
 - ii. MPLS;
 - iii. P2P;
 - iv. a number of network ports; and
 - v. a number of unit cabinets for Customer’s Equipment (“U Space”).
- h) provide an administrator user profile in, and access to, Equinix’s self-provisioning portal for IaaS;
- i) if included in the Order, install, set up and configure the chosen VM OS specified in an Order on the applicable VMs, in accordance with good industry practice, and such other common applications as Equinix would in its discretion usually include as part of that OS install;

IaaS – Single Compute Host

- j) provide allocated Storage, as specified in an Order;
- k) install the operating system defined in the Order or as otherwise agreed with the Customer;
- l) depending on the products specified in the Order, set up:
 - i. additional internet access;
 - ii. MPLS;
 - iii. P2P;
 - iv. a number of network ports; and
 - m) provide operating system administration for the Compute Host, provided that the Customer purchases System Management and IT Monitoring Services for each Computer Host within the IaaS – Single Compute Host service.

Equinix reserves the right to set up, manage and use dedicated VMs on the Customer’s vDC for Equinix’s use in providing and managing the vDC. Equinix will explain the reasons for using such VMs to the Customer upon request.

Customer will not be permitted access to any Infrastructure supporting the IaaS at any time.

1.4 IaaS – Availability Zones

Both IaaS – Platform and IaaS – Dedicated Host can be provided in either a Single vDC or a GeoExtended vDC. For the avoidance of doubt, IaaS – Single Compute Host is not available with Availability Zones, and Customer would instead have to purchase IaaS – Single Compute Host in multiple IBX Centers in Spain instead.

1.5 IaaS – Storage

“IaaS – Storage” offers two types of Storage:

IAAS MODEL	IAAS – STORAGE AVAILABLE
Single vDC	Extreme Performance / Capacity
GeoExtended vDC	Extreme Performance / Capacity
IaaS – Single Compute Host	Extreme Performance / Capacity

STORAGE TYPE	DESCRIPTION
Extreme Performance	This type of storage disk enables multiple concurrent access requests or a high read and write demand.
Capacity	This type of storage disk is designed to store historical data with low access levels or applications where response time is not a priority.

1.6 IaaS – Connectivity

“IaaS – Connectivity” provides connectivity between the IaaS – Platform, IaaS – Dedicated Host or IaaS – Single Compute Host (as applicable) and the Customer’s Equipment, as specified in the Order. IaaS Connectivity for IaaS – Single Compute Host is only available at the Layer 3 level.

The Customer will not be able to use IaaS, where it is specifically provided as IaaS – Platform, unless it has an appropriate connection to the IaaS – Platform. Connectivity may be via a Cross Connect, via IaaS Connectivity or via Equinix Connect; and separately charged. For use of IaaS Connectivity, the following ports are available, which will be specified on the Order.

CONNECTIVITY TYPE	DESCRIPTION
Port	1 Gbit Ethernet
Port	10 Gbit Ethernet
Port	Fibre Channel 8

Where the Customer orders U Space, the Customer will also need to Order ports for the Customer’s Equipment located in the U Space, and it should be noted that the Customer’s Equipment will be managed by Equinix and therefore the Customer will not have physical access to it.

1.7 IaaS – Licensing

The “IaaS – Licensing” product establishes the licensing of the OS installed on Virtual Machines. For those VMs using an OS licensed under a GNU / GPL license, there will be no charge for the OS. The Customer’s use or purchase of software products on the IaaS (each a “Software Product”) is subject to the terms of this Policy and the Agreement, to Customer’s payment of the applicable Fees, and to additional terms provided by the developers of the software products (“Product Providers”) that Customer uses or purchases.

If Customer purchases a Software Product, then Customer is purchasing the Software Product(s) from Equinix, and Customer is required to make the related payments directly to Equinix. The Customer is receiving access to and the rights to use the Software Product(s) from the Product Providers, and the purchase of a Software Product may require Customer to agree to a separate end user license agreement (“EULA”) provided by the Product Provider. Where applicable, when Customer purchases a Software Product on the IaaS, Equinix will present the Customer with the EULA and the Customer will be required to acknowledge its agreement with the EULA’s terms and which will be deemed to be given if Customer proceeds to use such Software Product.

The Customer may also use its own license with a Product Provider for Software Product(s) (“BYOL Software”). Equinix is not a party to the agreement between the Customer and any Product Provider with respect to any BYOL Software. Equinix is not responsible for that BYOL Software, the content in it, or any claims that Customer or any other party may have relating to that BYOL Software or Customer’s use of that BYOL Software. The Product Provider is solely responsible for the BYOL Software it provides, the content therein, and any claims that the Customer or any other party may have relating to that BYOL Software or Customer’s use of that BYOL Software.

All payments for Software Products (other than BYOL Software) will be made to Equinix. By using any Software Products, Customer agrees to pay Equinix any charge incurred in connection with Customer’s purchase or use of the Software Product.

Based on whether IaaS – Platform or IaaS – Dedicated Host is purchased, it is possible for Customer to purchase OS using either a PAYG and/or BYOL model, as described below:

Operating System

IAAS MODEL	LICENSING
IaaS – Platform	PAYG*
IaaS – Dedicated Host	PAYG / BYOL
IaaS – Single Compute Host	PAYG / BYOL

*Mandatory

SQL Server

IAAS MODEL	LICENSING
IaaS – Platform	PAYG / BYOL
IaaS – Dedicated Host	PAYG / BYOL
IaaS – Single Compute Host	PAYG / BYOL

1.7.1 IaaS – Licensing – Disclaimers

1.7.1.1 IaaS – Licensing – Disclaimers – Microsoft

Equinix provides OS templates available in the shared catalogue for all customers, which is governed by Microsoft’s Service Provider Licencing Agreement (“**SPLA**”). Once this template is deployed on a VM, the Customer must allow the following:

- Connectivity from the VM to Equinix’s SPLA license server. It is a Customer Responsibility to allow such communication.
- If the Customer benefits from the SPLA licensing, Customer must use the OS template provided by Equinix, or in case Customer wants to use a different OS template, Customer must first notify Equinix to make the necessary modifications so that the applicable VM can communicate with Equinix’s SPLA license server. Any modification to an OS template made by Customer without Equinix’s knowledge will be the responsibility of the customer.
- For both cases of IaaS – Dedicated Host and IaaS – Platform, if the Customer does not notify Equinix of the use of the SPLA licensing program, Equinix will assume that BYOL Software is to be used.
- The applications and services installed in the VMs by the Customer are outside Equinix’s scope and are the sole responsibility of the Customer to obtain and thereafter comply with the corresponding licenses.
- If Equinix provides SPLA licensing (for example, OS template, Exchange, SQL server), it is the Customer’s responsibility to inform Equinix of the number of licenses necessary to correctly comply with the licensing agreement. If the number of users, connections or resources changes, and this makes it necessary to modify the number of licenses, the Customer must notify Equinix of such change.
- Customer must indicate acceptance of the SPLA program via the EULA or otherwise according to the conditions set by Microsoft.

1.7.1.2 IaaS – Licensing – Disclaimers – SUSE and Red Hat

For licensing of SUSE and Red Hat Software Products, the Customer must request inclusion in the CCSP programme to benefit from updates and have the Software Products licensed. The VMs will be incorporated into the licensing system that Equinix has to make the corresponding reports to the Product Providers and obtain all the benefits of this CCSP programme. This licensing modality is optional in all IaaS Models. If it is necessary to sign a document accepting this CCSP programme, the Customer agrees to accept the conditions set by the corresponding Product Provider(s).

1.8 Other IaaS Features

Equinix makes available the following list of features that the Customer may use as part of the IaaS.

FEATURE	DESCRIPTION	INCLUDED / OPTIONAL
Equinix’s self-provisioning portal	Access to Equinix’s self-provisioning portal for IaaS for managing the Resources, except for IaaS – Single Compute Host Services.	Included
Firewall	Firewall is a network security system that monitors and controls incoming and outgoing network traffic based on predetermined security rules.	Included
DHCP	Feature that provides IP addresses	Included
Routing	Routing is the process of selecting a path for traffic in a network.	Included
Load Balancing	Load Balancing is the process of distributing network traffic across multiple servers or process.	Included
NAT	Network Address Translation is the process of changing the source and destination IP addresses and ports.	Included
VPN	Virtual Private Network is the technology that creates an encrypted connection over a network.	Included
U Space	The unit of measurement used to describe the height of space in a cabinet in which equipment may be mounted, which are either 19” or 23” (48,26 cm or 58,42 cm) wide, and where one unit is 1.75” (4,445 cm) high.	Optional

The Customer is responsible for the security of the operating systems and the applications running on the vDC, and can use the features described above to establish and configure the security settings applicable to its vDC. Equinix will be responsible for the physical security of the Infrastructure on which the vDC is hosted.

The following services are excluded from the scope of IaaS, but may be purchased via a Management Service from Equinix:

- Patching on OS or other applications/software
- Troubleshooting
- Installation of applications

1.9 Resource management on Equinix's self-provisioning portal

Customer may use Equinix's self-provisioning portal to manage and make changes to the Resources.

Equinix will use its commercially reasonable endeavours to promptly provision additional Resources requested by Customer on the self-provisioning portal, but Equinix may take longer to provision the additional Resource requested when the total of a particular Resource (including the additional requested Resource) once allocated to a Customer would be greater than one hundred and sixty percent (160%) of the Baseline Volume stated on the Order for the applicable Resource. In such circumstances and upon Customer's request, Equinix will advise on the estimated provisioning time for such additional Resource.

If there is no Baseline Volume for a Resource (i.e., Customer is consuming a Resource on a Pay As You Go Charge basis), then Equinix reserves the right to advise Customer of the estimated provisioning time for such additional Resource upon receiving a Customer request via the self-provisioning portal for additional Resource, and Equinix gives no commitment on the provisioning time.

Customer acknowledges and agrees that it may at any time agree a replacement Order with Equinix to increase or introduce a Baseline Volume for a particular Resource.

2. Customer Responsibilities

The provision of IaaS is dependent on the following Customer responsibilities and those stated elsewhere in this Policy and if the Customer fails to perform or fulfil the Customer responsibilities, Equinix will not be obliged to provide IaaS and may charge additional non-recurring Fees that are caused by or arise from such failure to perform or fulfil the Customer responsibilities:

- a) Customer must provide all necessary information to enable Equinix to set up any required connection between Customer's Equipment and the IaaS – Platform or IaaS – Dedicated Host if IaaS Connectivity is purchased;
- b) Customer must provide a valid email address to use as a username for accessing Equinix's self-provisioning portal for IaaS;
- c) Customer must provide the Customer's Equipment to be installed in the total amount of U Space in the Order (if applicable);
- d) Customer's network must be functional and operational and relevant parts of the vDC remain operational, compatible and "on-line";
- e) Customer must maintain and not amend the Customer's network settings or configuration, or operating system platform or configuration, unless with Equinix's prior knowledge and consent and subject to any reasonable technical or other conditions that Equinix may impose;
- f) Customer is responsible for ensuring the number of VMs on the vDC, and the performance of those VM(s), does not jeopardise, obstruct, interfere with, or otherwise affect the incident-free performance of the Infrastructure or the vDC (which may in turn affect the performance of VM(s));
- g) Customer is responsible for ensuring that the vDC is not used for any unlawful purpose or for use that would affect, interfere with or impair Equinix's operation of the IaaS or of any other customer's use thereof. For example only, ensuring that VMs are not used to carry out attacks, send spam, commit fraud, etc.;
- h) When IaaS – Single Compute Host is purchased, Customer must also purchase System Management and IT Monitoring Services for each Compute Host purchased.

3. Charging Methodology

Where a defined term in this Charging Methodology is not defined in this Policy, its meaning shall be as described in the Support Services Policy.

The Unit of Measure (UoM) used to determine the volume consumed or available for consumption of IaaS for the purpose of the different Fees payable by Customer, is different based on the element of IaaS consumed:

PRODUCT	UOM
IaaS – Platform	vCPU, vRAM,
IaaS – Dedicated Host	Physical Host
IaaS – Dedicated Host (Bundle Host)	Bundle (i.e., a Bundle Host)
IaaS - Single Compute Host	Physical Host
IaaS – Storage	One unit = 100 GB (or pro rata portion thereof)
IaaS – Licensing Windows server	Per vCPU
IaaS – Licensing Red Hat (RHEL)	Small: <=4 vCPU Large: >4 vCPU
IaaS – Red Hat Enterprise Linux for SAP Hana	Small, <=4 vCPU Large, >4 vCPU
IaaS – Red Hat Enterprise Linux for SAP Application	Small, <=4 vCPU Large, >4 vCPU
IaaS – Licensing Suse Linux (SLE)	SLE-Small: <=2 vCPU & <=2 GB RAM SLE-Medium: <=4 vCPU & <=8 GB RAM SLE-Large: <=8 vCPU & >8 GB RAM SLE-Xlarge: unlimited vCPU
IaaS – Licensing Microsoft SQL Server Enterprise/Standard	Per pair vCPU (minimum 4 vCPU=2 pairs)
IaaS – Connectivity	Port

For these purposes, Overage Charges and Pay As You Go Charges shall be calculated using the peak volume of the UoM consumed in IaaS during the Service Period.

4. Service Level Agreement

The purpose of this Service Level Agreement (“SLA”) is to define the measurable performance levels for IaaS and specify remedies available to Customer if Equinix fails to achieve these levels. The service credits listed in the tables below are the sole and exclusive remedy for any failure to meet the service level thresholds stated herein.

IaaS in a Single vDC at 99.9+% availability. This is met by achieving less than forty-four (44) minutes of Unavailability of the Single vDC over a calendar month period (“IaaS Single vDC SLA Threshold”).

IaaS in a GeoExtended vDC at 99.95+% availability. This is met by achieving less than twenty-two (22) minutes of Unavailability of the IaaS across the entire GeoExtended vDC over a calendar month period (“IaaS GeoExtended vDC SLA Threshold”).

For the purposes of this paragraph and subject to the last paragraph of this section, the IaaS is considered “Unavailable” when a failure in the Infrastructure means that the vDC operating on it is in an error status and there is an interruption to the Customer’s services caused directly by that error status. The period of Unavailability will be measured from the earlier of: (i) the time Equinix becomes aware of the incident as evidenced by Equinix’s system logs or data, monitoring systems or applicable incident report; or (ii) Customer’s notification to Equinix of the incident (i.e., Customer opens a trouble ticket) provided that Equinix can confirm the incident began when Customer claims it did; and ends when the Unavailability has been remedied, as confirmed by Equinix (i.e., closing of the trouble ticket). Subject to the last paragraph of this section, if Unavailability exceeds the IaaS Single vDC SLA Threshold or the IaaS GeoExtended vDC SLA Threshold (as applicable), Customer will be entitled to a credit equal to 1/30th of the IaaS Fees. Further, Customer will be entitled to an additional credit equal to 1/30th of the IaaS Fees for every full hour of Unavailability beyond the IaaS Single vDC SLA Threshold or the IaaS GeoExtended vDC SLA Threshold (as applicable).

General. In any calendar month, the maximum credit to which Customer will be entitled will not exceed the IaaS Fees payable for the affected IaaS in such calendar month. Customer must request a credit within thirty (30) days of the date of its occurrence by contacting the Equinix Service Desk, so Equinix may investigate and isolate the cause of the failure. All periods of Unavailability must be verified by Equinix. Approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. Notwithstanding anything to the contrary, the SLAs will not apply and Equinix will have no liability if: (a) the Unavailability is caused by circumstances beyond Equinix’s reasonable control; (b)

the Unavailability is caused by Customer's act or omission; (c) the Unavailability is caused by Customer's Equipment, software or connectivity on or between Customer's Equipment and the IaaS, or the failure of Customer to perform a Customer responsibility; (d) the Unavailability is caused by functional failures as a result of third-party applications running on the IaaS; (e) the Unavailability occurs during a scheduled maintenance window; or (f) in relation to the SLA for IaaS in a Single vDC only, in its use of IaaS – Dedicated Host the Customer has not ordered, maintained and left available for redundancy purposes at least one Compute Host to create an n+1, highly available configuration (a "**Spare Compute Host**"). For the avoidance of doubt, there is no service level offered for IaaS – Single Compute Host service or (except if a Spare Compute Host exists) IaaS – Dedicated Host in a Single vDC only. If needed, the Customer should purchase additional Compute Hosts within the IaaS – Single Compute Host or IaaS – Dedicated Host service (as applicable). In the event of a hardware failure of a Compute Host in IaaS – Single Compute Host or IaaS – Dedicated Host, Equinix will use commercially reasonable efforts to replace or repair the hardware as soon as reasonably possible in the circumstances by working with the applicable hardware vendor, and in relation to a replaced or repaired

Compute Host, Equinix's sole and exclusive obligation will be to restore the agreed operating system and deliver the Compute Host to Customer. For the avoidance of doubt, Equinix has no obligation to restore data, applications, settings or configurations that were on the Compute Host that experienced a hardware failure. Equinix will use reasonable efforts to notify Customer at least fourteen (14) days prior to any regularly scheduled maintenance and as soon as practicable before any emergency maintenance. Equinix will use commercially reasonable efforts to minimize disruption to Customer's Services when performing scheduled maintenance.

5. Miscellaneous

Equinix's customer support for the Services described in this Policy are outlined in the Managed Services – Support Services Policy for Spain – Managed Services available <https://www.equinix.com/resources/product-documents/>. This Policy and the Order, together with the Agreement, represents the complete agreement and understanding of the Parties with respect to the subject matter herein and in the Order, and supersedes any other agreement or understanding, written or oral.