

# EQUINIX INNERDUCT POLICY SUPPLEMENT

## PREMIUM CONNECTIVITY

September 1, 2019

This **Premium Connectivity Policy** (“Policy”) supplements the Innerduct Policy and is only available at certain IBXs as determined by Equinix. Capitalized terms not defined herein will have the meaning defined in the Order or the MCA. This Policy incorporates the standard Innerduct Policy listed at: <https://www.equinix.com/resources/product-documents/innerduct/>

This Policy provides additional capabilities beyond the standard Innerduct Policy for Customer to utilize a fiber entry into the IBX Center through an Innerduct (“**Entry**”) provided the conditions stated herein are met.

For avoidance of doubt, Equinix’s standard Innerduct Policy specified above permits the use of an Entry to:

- 1) Provide a “lit” telecommunications service to connect a direct customer of Equinix (“**End User**”) from the Licensed Space within the IBX Center to a location outside the IBX Center, including a connection to that End User’s own equipment located outside the IBX Center. However, any such connection must be consistent with the Customer’s standard product and service offerings and comply with all Customer’s Responsibilities specified herein; and/or to
- 2) Provide a dark fiber pair (“**Fiber**”) connection to connect an End User from the Licensed Space within the IBX Center to that End User’s own equipment located outside the IBX Center provided the End User is the sole customer of Customer for the entire connection and the End User is not a Premium Party as defined below.

### Premium Connectivity

“**Premium Connectivity**” is any connection where Customer directly or indirectly provides Fiber terminating in an IBX Center that is either of the following:

- 1) Connecting to any party specified by Equinix as a premium connection party (including affiliates or other entities under common control or any successors or assigns) (each a “**Premium Party**”). Such connection will incur an additional monthly recurring charge for each such Fiber (a “**Premium Connectivity Fee**”). For avoidance of doubt, this charge will not apply unless the

connection is to the Premium Party and not just to a building operated by a Premium Party where an End User, who is not a Premium Party, is the customer of record for the connection; or

- 2) Connecting to any third party outside an Equinix IBX Center to a different third-party End User within an Equinix IBX Center will incur an additional monthly recurring charge (a “**Third Party Connectivity Fee**” for each Fiber.

Please contact your Account Representative to receive quotes for specific Premium Connectivity or Third-Party Connectivity Fee(s).

### Customer Responsibilities

Customer must use the Entry to provide a telecommunications service that conforms to Customer’s other standard product and service offerings (terms and conditions, pricing, similar offering parties, etc.)

Customer must not use the Entry for the purpose of replicating or providing remote access to, Equinix products or services outside of an IBX Center.

### Reconciliation and Audit

Prior to the Effective Date, Customer must provide Equinix with a specification (including End User identification) of all existing or pending Fiber connections at any IBX Center that it believes would meet the conditions of Premium Connectivity (the “**Reconciliation**”). If Customer is prohibited from disclosing End User names to Equinix, Customer will identify such End User(s) by a unique identifier and maintain a key of its customer names for review in any audit. Customer will provide updates to the

Reconciliation no later than thirty (30) days after the end of each calendar quarter. Billing updates will be effective quarterly following each Reconciliation. Charges for any connections may be backdated to their date of service, regardless of the date reported via Reconciliation. No fee(s) for any Premium Connectivity shall be due for any period prior to the effective date of this Policy.

Except as expressly provided herein, no more than once every eighteen months and at Customer's expense not to exceed Five Hundred Dollars (\$500) or the local currency equivalent, Equinix may hire an independent auditor to confirm the accuracy of the Reconciliation. Equinix will choose an independent auditor who is recognized to be reputable within the United States and who will maintain confidentiality for all information disclosed as required.

If the audit reveals more than two (2) connections omitted from any Reconciliation, Customer shall reimburse Equinix the reasonable cost of such audit.

If the audit reveals more than (3) three connections omitted from any Reconciliation, Equinix may conduct an audit at Customer's expense no more than once per yearly calendar quarter thereafter.

If the audit reveals the Customer has materially misstated its Reconciliation (e.g. the audit results in an underpayment of more than 15%), Equinix may, upon 90-days' notice to Customer, terminate any of the Fiber connections that were not disclosed in the prior Reconciliation.

Customer will immediately update the Reconciliation with the results of the audit if any misstatements were discovered.

If the audit finds any Fiber connections that were not properly disclosed, Customer agrees that, notwithstanding any limitation in any other Agreement, it shall immediately pay to Equinix 150% the total applicable MRC set forth herein for each month such Fiber was installed and undisclosed by Customer.

#### Change in Control

If Customer undergoes a change of control through merger, acquisition or otherwise that results in Customer being controlled by a Premium Party, Equinix shall have a right to terminate any Fiber connections described in this Section, with notice to be given within ninety (90) days of the change of control and termination of such Fiber connections to become effective no less than one (1) year after the change in control.

#### Exemptions and Specific Modifications

The Parties may agree to individual exemptions or modifications on an individual case basis where the Parties determine a specific business case warrants such an exemption by mutual agreement in writing that expressly states this Policy.