

SPAIN MANAGED SERVICES SUPPORT SERVICES POLICY

31 October 2019

This Spain Managed Services – Support Services Policy (“Policy”) supplements and sets forth additional terms and conditions governing the provision of all Managed Services in Spain, 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 General

In support of all Managed Services provided to its customers in Spain, Equinix offers support in onboarding customers, managing and then troubleshooting issues related to its Managed Services product portfolio in Spain as described in this Policy

1.2 Onboarding

In onboarding its Managed Services customers, Equinix will deploy the Managed Services as described in the applicable product policy and the applicable Order(s). During the deployment, Equinix will create documentation for the purposes of supporting the Managed Services purchased during the term of the Order(s).

Equinix also makes available certain online services and support portals (“Tools”) to its customers for the purposes of interacting with Equinix, including without limitation for the resolution of incidents or for the submission of requests for Service, and Customer will be provided with guidance on how to access and use such Tools.

In relation to certain deployment projects and as specified in the Order, Equinix can assign a project manager to Customer, who will be responsible for managing the delivery of Equinix’s obligations in relation to the project. The project manager will have direct contact with Customer’s allocated representative through regular meetings and correspondence.

The Parties may also establish a customer relationship model at this stage, for managing the ongoing relationship between the Parties.

Where specified in an Order, Customer may receive the support of an Equinix technical account manager, for the purpose of providing a person with greater knowledge of Customer’s IT solution and who will be the Customer’s primary point of contact on technical matters relating to the Managed Services provided.

1.3 Service Requests, Incidents and Escalations

Services and Support Portal. Equinix will provide access to the Tools via which Customer may raise requests for services, report incidents, view consumption, and request reports. It will be necessary to log into the Tools with the credentials provided by Equinix. To create a service request or to report an incident it will be necessary to include the following information (as applicable) in the Tool:

- Customer’s name and the name and surnames of the contact person;
- contact details (telephone number, email address and postal address of Customer);
- in relation to reporting incidents:
 - the date and time of the incident,
 - a reasonably detailed description of the incident.
- In relation to service requests:
 - the service requested;
 - the service request type;
 - a brief description of the application to which the service request relates; and
 - details of the service request itself.

Telephone for emergencies. The Customer may also make a service request associated with an existing Managed Service via telephone to Equinix’s then-current telephone support line. After providing the necessary information to validate the identity of the caller, Equinix’s 24x7 operation team will open the service request in the applicable Tools on Customer’s behalf and which will trigger the necessary escalations in Equinix’s support teams.

Escalation Procedures. Equinix uses escalation procedures to ensure that Customer complaints about service requests and incidents are given sufficient attention and priority. This escalation process is managed by Equinix and is designed to ensure that service requests and incidents are addressed quickly and effectively. There are three escalations levels:

- i. Level 1: 24x7x365 managed alarms notification system, which receives notification of events identified in the Managed Services by Equinix's monitoring platform and contains, and escalates to Level 2, the customers' incident and service requests which Equinix receives either through the Tools or via a telephone call.
- ii. Level 2: 24x7x365 support team made up of system administrators specialized in different areas of knowledge, who are responsible for resolving the service requests and incidents escalated by the managed alarms notification system. If additional support is required, the service request or incident will be escalated to Level 3.
- iii. Level 3: business hours expert support team, with 24x7 "on-call" availability, that are responsible for managing Equinix's response to and resolving service requests and incidents escalated from Level 2.

1.4 Customer Responsibilities

The provision of Managed Service is dependent on the Customer responsibilities set out in the Agreement, the Order and applicable product policies, and if the Customer fails to perform or fulfil such Customer responsibilities, Equinix will not be obliged to provide Managed Services and may charge additional non-recurring Fees that are caused by or arise from such failure to perform or fulfil the Customer responsibilities.

2. Charging Methodology

Customer will be liable to pay the Monthly Recurring Charges and Non-Recurring Charges stated on the Order with effect from the Effective Date (as defined in the Order). In addition to the Monthly Recurring Charges and any other Non-Recurring Charges stated on the Order, Customer may also be liable to pay i) Pay As You Go Charges or ii) Overage Charges, each as defined below and at the rates described in the Order. Consumption will be measured by Equinix's tools for the applicable Service in the Service Period.

For this purpose, there are currently three charging methodologies used for Equinix's Managed Services product portfolio, which are detailed below and in relation to which the following terms have the following meanings:

- "Service Period" means the service period stated on the applicable invoice.
- "Unit of Measure" or "UoM" means the unit of measure for a Managed Service stated on an Order, and as further described in the applicable Policy for the Managed Service.
- For the avoidance of doubt, in the three charging methodologies below, where the UoM on the Order is stated to be "Service", then the MRC and/or NRC stated on the Order are based on Equinix's written "statement of work", "scope of work" or "proposal" document accompanying or forming part of the applicable Order ("SOW"). Accordingly, if any of the assumptions stated in the SOW are not met or there are changes to the scope stated in the SOW, then notwithstanding the following charging methodologies, Equinix reserves the right to equitably adjust the associated Fees and time-frames stated therein.
- i. Monthly Recurring Charge only (which may be described as Baseline only)

Customer is liable to pay a Monthly Recurring Charge that is stated in the Order for the specific volume of UoM of a Managed Service purchased, regardless of the volume of a Managed Service actually consumed during a Service Period. This specific volume of UoM of a Managed Service may also be stated to be the Baseline Volume. Customer has no right to consume more than the specific volume of UoM of a Managed Service or Baseline Volume, purchased for the corresponding Monthly Recurring Charge.

- ii. Baseline Volume + Overage Charge

Customer is liable to pay the Monthly Recurring Charge for a Baseline Volume stated in the Order and is liable to pay an Overage Charge for any consumption in excess of a Baseline Volume during the Service Period at the Overage Charge rate specified on the Order.

"Baseline Volume" means the specific volume of UoM of a Managed Service purchased for a Monthly Recurring Charge (i.e. not variable) that Customer may consume. Customer is charged the Monthly Recurring Charge in the Order regardless of the volume actually consumed.

"Overage Charge" means the Fee payable in addition to the Monthly Recurring Charge for the Baseline Volume of a Managed Service, for the consumption of such Managed Service during the Service Period and described as an Overage Charge on the Order, which is calculated by multiplying the unit price for such Managed Service by Customer's peak, incremental volume of the UoM that is consumed above the Baseline Volume during the Service Period.

iii. Pay as You Go Charge

Customer is liable to pay a Pay as You Go Charge for its consumption of a Managed Service during the Service Period at the rate specified on the Order.

“Pay As You Go Charge” means the Fee payable for a Managed Service consumed during the Service Period and described as a Pay As You Go Charge on the Order, which is calculated by multiplying the unit price for such Managed Service by Customer’s peak volume of the UoM consumed during the Service Period.

3. Maintenance

3.1 Scheduled Maintenance

Equinix reserves the right to perform scheduled maintenance to any of its Managed Services, with Customer being given a minimum of one (1) week’s prior warning. Any unavailability that might arise as a consequence of the interventions will not be taken into account for calculations of availability.

3.2 Critical and Emergency Maintenance

Equinix reserves the right to implement critical or emergency maintenance to any of its Managed Services, with Customer being given as much prior warning as possible, although it may be performed without prior warning if the nature of an incident does not make it practical to provide prior warning.

3.3 Patching Windows

Customer will need to provide patching windows to Equinix in order to update and patch applicable systems. Any patching shall take place within the patching windows, unless in the opinion of Equinix it is inappropriate or not possible (for example, if necessary for implementing security patches).

3.4 Maintenance warnings

Equinix’s warnings to customers of maintenance will include at least the following information:

- i. the intended commencement time and date of the maintenance;
- ii. the duration of the maintenance;
- iii. the expected duration of any non-availability (if any); and
- iv. the nature of the maintenance activities being performed.

3.5 Freeze periods and Customer co-operation

Any specific agreements regarding any freeze periods must be set out in the working arrangements between the Parties.

Customer must provide sufficient and continuous access to the applicable systems in order to perform the necessary maintenance tasks.

4. Miscellaneous

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.