

SPAIN MANAGED SERVICES NAS SERVICES POLICY

8 November 2019

This Spain Managed Services – NAS Services Policy (“Policy”) supplements and sets forth additional terms and conditions governing the provision of NAS Services, 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.

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

“**NAS Platform**” means Equinix’s private network attached storage platform utilising RAID technology and which are located in IBX Centers in Spain.

“**NAS Services**” means the Network Attached Storage Service as further described in this Policy.

“**RAID**” means redundant array of independent disks, which is a data storage system that uses multiple drives (hard disk drives or solid state drives), among which data is distributed or replicated.

1.2 Set Up

In setting up NAS Service, Equinix will consult with the Customer to ascertain storage configuration information.

Unless otherwise agreed, Customer will provide: (i) a network port in its Customer’s Equipment, (ii) network information of Customer’s Equipment that will access the NAS Platform, (iii) detailed permissions of Customer’s Equipment that will access the NAS Platform; and (iv) detailed information on the size of storage volumes needed on the NAS Platform. Cross Connects to connect Customer’s Equipment with the NAS Platform will be specified on the Order.

Equinix will confirm when the setup of the NAS Service pursuant to this section is complete, and the Service commences.

1.3 NAS Services

NAS Services will provide access to different disk types on the NAS Platform as indicated in the applicable Order:

STORAGE TYPE	DESCRIPTION
Performance	This type of storage disk enables Customer to achieve the performance demanded by NAS environments with multiple concurrent access requests or with 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.

NAS Services also have the following included and optional features:

FEATURE	DESCRIPTION	INCLUDED / OPTIONAL
Snapshot	This feature provides a restoration point of Customer’s data stored on the NAS Platform for a period of one week after the date of the Snapshot or sooner if deleted because only 5% of the total UoM specified on the Order is reserved for storing Snapshots. The oldest Snapshots will be deleted to ensure such threshold is not exceeded, which may be sooner than one week after a Snapshot was taken. Snapshots will be automatically scheduled once a day to provide a daily restoration point.	Included
Data replication in another IBX Center	This feature provides Customer with asynchronous replication of the Customer’s data on a NAS Platform with a separate instance of the NAS Platform in a separate IBX Center. To access such data in the event of a NAS Platform failure, Customer would work with Equinix to reconfigure Customer’s Equipment settings to access the separate NAS Platform.	Optional

2. Customer Responsibilities

The provision of NAS Services is dependent on the following Customer responsibilities and if the Customer fails to perform or fulfil the Customer responsibilities, Equinix will not be obliged to provide NAS Services 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 connections between Customer's Equipment and the NAS Platform.
- B. Customer must: (i) ensure Customer's Equipment remains functional and compatible with the original settings agreed during set up, and (ii) maintain and not amend Customer's Equipment settings or configuration, except with Equinix's prior consultation.

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 calculate the different Fees payable by Customer, is the volume of terabytes that is presented by the NAS Platform to Customer's Equipment, as measured by the NAS Platform (Presented TB).

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

4. Service Level Agreement

The purpose of this Service Level Agreement ("SLA") is to define the measurable performance levels for NAS Services 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.

NAS Services at 99.5%+ availability. This is met by achieving less than two hundred and nineteen (219) minutes of Unavailability of

the NAS Platform over a calendar month period ("**NAS Platform SLA Threshold**"). For the purposes of this paragraph and subject to the last paragraph of this section, the NAS Platform is considered "**Unavailable**" when a failure in or of the NAS Platform means that it is unable to receive from or present data to the connection connecting it to Customer's Equipment. The period of Unavailability is measured from Customer's notification to Equinix of the incident to the time the Unavailability has been remedied as confirmed by Equinix. Subject to the last paragraph of this section, if Unavailability exceeds the NAS Platform SLA Threshold, Customer will be entitled to a credit equal to 1/30th of the NAS Fees. Further, Customer will be entitled to an additional credit equal to 1/30th of the NAS Fees for every full hour of Unavailability beyond the NAS Platform SLA Threshold.

General. In any calendar month, the maximum credit to which Customer will be entitled will not exceed the NAS Fees payable for the affected NAS Service 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 the Unavailability: (a) is caused by circumstances beyond Equinix's reasonable control; (b) is caused by Customer's act or omission; (c) is caused by Customer's Equipment, software or connectivity on or between Customer's Equipment and the NAS Platform not provided by Equinix; or (d) that occurs during a scheduled maintenance window. 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 Support Services Policy available 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.