

# SPAIN MANAGED SERVICES NETWORK CONNECTIVITY POLICY

6 November 2019

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

“**Installation Methods**” means the technical deployment method for the provision of Network Connectivity.

“**Managed Connection**” means a Third Party Circuit(s) in which Equinix manages network equipment (switch or router) at both ends.

“**Network Connectivity**” means the Network Connectivity Services as further described in this Policy.

“**Third Party Circuit(s)**” means a leased communication line provided by a Third Party NSP.

“**Third Party NSP**” means a Third Party Network Service Provider.

### 1.2 Set Up

Equinix will set up the Network Connectivity in accordance with the origin, destination, bandwidth and redundancy details (if applicable), as specified in the Statement of Work.

Equinix will work with a Third Party NSP to install and configure Third Party Circuit(s) physically or logically, either:

- A. between racks in two (2) separate Equinix IBX Centers where those racks are provided to the Customer as part of its Licensed Space;
- B. between a Customer rack in an Equinix IBX Center being provided as part of its Licensed Space, and a specified non-Equinix Customer location as agreed in an Order; or
- C. between two specified non-Equinix Customer locations as part of a Managed Connection (unless as otherwise agreed in a Statement of Work), as part of an overall Equinix solution, where such solution includes an Equinix IBX Center.

### 1.3 Network Connectivity Services

Third Party Circuit(s) are provided through one or more of the following methods, depending on location and bandwidth requirements:

- A. Circuit(s) based on Ethernet technology standardized as IEEE 802.3. and/or circuit based on Fibre Channel Protocol, that is the SCSI interface protocol utilizing an underlying Fibre Channel connection, used in storage area networks; or
- B. xDSL Line; or
- C. such other methods capable of being supported by Equinix from time to time as specified in an Order.

The Third Party Circuit(s) may be installed in one of the following Installation Methods:

- A. Layer 2 (Ethernet) - OSI model layer (Open Systems Interconnection model) that provides transmission of data frames between two nodes connected by a physical layer;
- B. Layer 3 (Ethernet) - OSI model layer (Open Systems Interconnection model) that provides structured and managed multi-node network which includes addressing and routing; or
- C. A bespoke installation method as agreed with the Customer.

If the Order does not specify an Installation Method or the Customer does not respond within 48 hours to a request from Equinix for required Installation Method details, Equinix reserves the right to opt for what it considers to be a suitable Installation Method. Equinix also reserves the right to charge the Customer a second installation fee should the Customer wish the Third Party Circuit(s) to be re-installed and/or re-configured at a later date (regardless of whether the Customer specified its preferred initial Installation Method in an Order or otherwise).

## 1.4 Maintenance

In accordance with the Support Services Policy, Equinix shall endeavour to provide the Customer with written notice for any maintenance that Equinix believe may affect the Third Party Circuit(s). Should a Third Party NSP wish to carry out maintenance that may affect the Third Party Circuit(s), Equinix will notify Customer as soon as reasonably practicable.

## 1.5 Customer Responsibilities

The provision of Network Connectivity 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 Network Connectivity 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 and ascertain any configuration information.
- B. Customer must: (i) ensure Customer's Equipment remains functional and compatible with the original settings agreed during set up, (ii) maintain and not amend Customer's Equipment settings or configuration, or operating system platform or configuration, except with Equinix's prior consultation, and (iii) maintain and not amend the configuration of any relevant Network Connectivity connected to Customer's Equipment.
- C. Allow Equinix or a subcontractor access to the Customer's relevant offices or Licensed Space in order to enable Equinix to install and test the relevant Third Party Circuit(s).
- D. Customer must provide Equinix with evidence of any degradation of service as soon as reasonably possible, in order for Equinix to troubleshoot any problem with the Third Party NSP.

## 2. 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 Fees for the Network Connectivity Service will accrue from the Effective Date.

The Unit of Measure (UoM) used to determine the volume consumed or available for consumption of the Network Connectivity Service for the purpose of the different Fees payable by Customer, are the Fees specified in the Order as Monthly Recurring Charges ("MRC") and Non Recurring Charges ("NRC") based on the work agreed in the Statement of Work.

## 3. Service Level Agreement

The purpose of this Service Level Agreement ("SLA") is to define the measurable performance levels associated with the i) Incident and Request Response Time; and ii) Network Connectivity, and specify remedies available to Customer if Equinix fails to achieve these levels. The service credits listed below are the sole and exclusive remedy for any failure to meet the service level thresholds stated herein.

### i. Incident and Request Response Time

Following the complete submission of Customer's request or incident validly registered on Equinix's support systems, Equinix will start to work on the request or incident (as applicable) within the applicable Response Time Objective specified below.

For each incident, the "**Incident Response Time**" is measured as the time during the Service Level Window between (a) when an incident is registered in Equinix's support systems; and (b) when Equinix's Service Desk ticket for such incident is changed to "work in progress" or Equinix otherwise contacts the Customer via email or telephone regarding such incident (each a "**Valid Incident**").

For each request, the "**Request Response Time**" is measured as the time during the Service Level Window from (a) the submission of Customer's complete request in Equinix's support systems; to (b) when Equinix's Service Desk ticket for such request is changed to "work in progress" or Equinix otherwise contacts the Customer via email or telephone regarding such request (each a "**Valid Request**").

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After receiving a Valid Request, Equinix reserves the right to modify the Urgency allocated to the Valid Request based on the descriptions below.

	IMPACT / URGENCY	RESPONSE TIME OBJECTIVE	SERVICE LEVEL WINDOW	SERVICE LEVEL THRESHOLD	INCIDENT AND REQUEST RESPONSE TIME
Incident Response Time	High	< 1 hour	24x7	95.00%	Subject to the last paragraph of this sub-section (i), actual monthly performance of this service level is calculated as the total number of Valid Incidents and Valid Requests in a calendar month where the Incident Response Time and Request Response Time (as applicable) is within the applicable Response Time Objective, divided by the total number of Valid Incidents and Valid Requests in such calendar month, with the result expressed as a percentage to two (2) decimal places.
	Medium	< 4 hours			
	Low	< 8 hours			
Request Response Time	High	< 4 hours	8am to 5pm on business days in Madrid		
	Medium	< 6 hours			
	Low	< 8 hours			

INCIDENT IMPACT	DESCRIPTION
High	The incident is causing unavailability of one or more of the systems that are the subject of the Network Connectivity and prompt attention is necessary for its resolution.
Medium	The incident is not causing an unavailability to any of the systems that are the subject of the Network Connectivity, but degradation of the functionality of such systems, so it is necessary to take measures quickly to return to a normal situation.
Low	The incident is not causing an unavailability or performance of any of the systems that are the subject of the Network Connectivity, but the appropriate measures must be taken to resolve it.

REQUEST URGENCY	DESCRIPTION
High	A request that must be prioritized as the scope of the request is essential to avoid putting at risk the Customer's business, its services to its customers or its projects.
Medium	A request that can be responded to sequentially, as a delay in performing the scope of the request will not put at risk the Customer's business, its services to its customers or its projects.
Low	A request that should not be prioritized, as a delay in performing the scope of the request will not put at risk the Customer's business, its services to its customers or its projects.

Subject to the last paragraph of this sub-section (i):

(A) if there are in aggregate twenty (20) or more Valid Incidents and Valid Requests in the calendar month and the Service Level Threshold is not met or exceeded, then Customer will be entitled to a credit equal to 1/30th of the Fees for the Network Connectivity Services in the applicable calendar month; or

(B) if there are in aggregate less than twenty (20) Valid Incidents and Valid Requests in the calendar month and there are two (2) or more Valid Incidents or Valid Requests in the calendar month that each had an Incident Response Time or a Request Response Time (as applicable) that was not within the applicable Response Time Objective, the Customer will be entitled to a credit equal to 1/30th of the Fees for the Network Connectivity Services in the applicable calendar month.

**General.** In any calendar month, the maximum credit to which Customer will be entitled will not exceed the Fees payable for the Network Connectivity 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 to achieve the Service Level Threshold. Response times 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 failure to meet the Service Level Threshold: (a) is caused by circumstances beyond Equinix's reasonable control; (b) is caused by Customer's act or omission; (c) occurs during a scheduled maintenance window; or (d) in relation to either (i) Customer's submission of an incident that was actually a request and should have been submitted by Customer as a request, or (ii) Customer's submission of a request that was actually

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an incident and should have been submitted by Customer as an incident. 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.

## ii. Network Connectivity Service

The SLA for the provision of Network Connectivity shall be agreed in an Order or Statement of Work in accordance with the terms and conditions with the Third Party NSP.

In addition to any restrictions or limitations stated in the SLA in the Order or Statement of Work, Customer shall not be entitled to a credit if the event or condition that would have otherwise given rise to the credit was caused by any of the following: Force Majeure Events; scheduled maintenance by Equinix or the Third Party NSP; Customer's Equipment; actions or inactions of Customer or its representatives, actions or inactions outside of Equinix's reasonable control; events or circumstances in a third party location at which Equinix installs equipment for the purposes of providing a Managed Connection.

## 4. 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/](http://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.