

# SPAIN MANAGED SERVICES SMART BACKUP POLICY

11 November 2019

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

“**Backup**” means as the context requires either a First Backup, a Full Weekly Backup or an Incremental Daily Backup.

“**Backup Data**” means the data from a specified and agreed part of Customer’s Equipment, in the form it is in when retrieved via the Backup Platform in a Backup.

“**Backup Platform**” means Equinix’s private backup platform.

“**First Backup**” means the first copy of all Backup Data.

“**Full Weekly Backup**” means:

- a) except as set out in paragraph (b) below, a consolidation of the First Backup or most recent Full Weekly Backup (as applicable) with all the Incremental Daily Backups taken since the later of the First Backup or most recent Full Weekly Backup (as applicable) performed once per week; or
- b) for third party application data and databases forming part of the Backup Data when Application Integration is purchased by Customer, a full copy of such parts of the Backup Data performed once per week.

“**Incremental Daily Backup**” means a copy of the incremental changes to the most recent Backup performed once per day.

“**SB Fees**” means the Fees payable for the applicable calendar month for the affected Smart Backup Service.

### 1.2 Set Up

In setting up Smart Backup, Equinix will consult with the Customer to ascertain backup configuration information.

Equinix will install and configure or enable the Customer to install and configure: (i) a backup software agent on Customer’s Equipment from the supported backup software agents listed in Appendix 1 or such other backup software agent agreed in an Order; and (ii) where agreed in an Order, a connection from Customer’s Equipment to the Backup Platform.

### 1.3 Smart Backup Services

Smart Backup will, via the Backup Platform and at the times agreed with the Customer, complete:

- A. a First Backup, and thereafter a Full Weekly Backup; and
- B. an Incremental Daily Backup, with the following features as indicated in the applicable Order:

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FEATURE	DESCRIPTION	INCLUDED / OPTIONAL
Full Weekly Backups	After the First Backup, the Full Weekly Backup consolidates the last Full Weekly Backup with subsequent Incremental Daily Backups.	Included
Deduplication at source	The Backup Platform will identify blocks of Backup Data that are already in a Backup on the Backup Platform, and will not send such data to the Backup Platform as part of a Full Weekly Backup or Incremental Daily Backup.	Included
Backup of virtual and physical machines	The Backup Platform can support copying Backup Data from both virtual and physical machines.	Included
Application Integration	The Backup Platform can integrate with different commercial applications and perform online Backup using native tools.	Optional
Encrypted/Encoded Backup	Backups can be independently encrypted at source, during the communication process and at destination with an encryption algorithm managed by the Backup Platform	Optional
Double copy to tape	A second copy of the Full Weekly Backup is created on tape ("Double Copy"). This Double Copy can either be stored at an IBX Center or provided to Customer for storage elsewhere.	Optional
Tape Management	Equinix can place the Double Copy onto separate media and provide it to the Customer or its designated third party if Customer does not wish to store the Double Copy at the Equinix IBX Center. Such Tape Management shall be provided weekly, monthly or both and apply to the Full Weekly Backup only.	Optional (only if Double Copy is purchased and not stored in an IBX Center)
Replication in separate IBX Centers	A second copy of the Full Weekly Backup is stored on a separate Backup Platform in a different IBX Center to that in which the primary Backup Platform is located.	Optional

Once a Backup is complete, Equinix will store the Backup Data on the applicable storage media for the applicable retention period, depending upon the retention standard specified in the Order:

RETENTION PRODUCT	RETENTION PERIOD FROM DATE OF RELEVANT BACKUP	DESCRIPTION	STORAGE MEDIA
Basic Retention	One week	Each Full Weekly Backup and Incremental Daily Backup will be retained for the Retention Period	Backup Platform (and a Full Weekly Backup on tape if Double Copy purchased)
Standard Retention	One month	Each Incremental Daily Backup will be retained for the Retention Period	Backup Platform
	One month	The First Backup and thereafter each Full Weekly Backup will be retained for the Retention Period	Backup Platform and on tape (and Double Copy if purchased)
Extended Retention	One month	Each Incremental Daily Backup will be retained for the Retention Period	Backup Platform
	One month	The First Backup and thereafter each Full Weekly Backup will be retained for the Retention Period	Backup Platform and on tape (and Double Copy if purchased)
	One year	One Full Weekly Backup per month will be retained for the Retention Period	Tape (and Double Copy if purchased)
	Five years	One Full Weekly Backup per year will be retained for the Retention Period	Tape (and Double Copy if purchased)

Equinix will provide the Customer with the Backup status via its online customer portal. A report with such information via email is available as an option.

## 2. Customer Responsibilities

The provision of Smart Backup 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 Smart Backup 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 Backup Platform and ascertain any other backup 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 Smart Backup Service software installed on Customer's Equipment.

## 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 the Smart Backup Service for the purpose of the different Fees payable by Customer, is the volume of terabytes (Protected TB) that is available to be consumed or actually consumed (as applicable) by Customer on the Backup Platform.

For these purposes, Overage Charges and Pay As You Go Charges shall be calculated using the peak volume of the UoM Protected TB in the Full Weekly Backup for Service Period.

The Fees for the Smart Backup Service will accrue from the Effective Date. For the avoidance of doubt, the MRC, Pay-As-You-Go Charges and/or Overage Charges may be invoiced earlier than the Setup Fee where for reasons not attributable to Equinix, some of the Customer's Equipment is not yet ready to be included in a Backup.

## 4. Service Level Agreement

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

**Backup Platform at 99.5+% availability.** This is met by achieving less than two hundred and nineteen (219) minutes of Unavailability of the Backup Platform over a calendar month period ("**Backup Platform SLA Threshold**"). For the purposes of this paragraph and subject to the last paragraph of this section, the Backup Platform is considered "**Unavailable**" when a failure in the Backup Platform means that it is unable to receive Backup Data from 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 Backup Platform SLA Threshold, Customer will be entitled to a credit equal to 1/30th of the SB Fees. Further, Customer will be entitled to an additional credit equal to 1/30th of the SB Fees for every full hour of Unavailability beyond the Backup Platform SLA Threshold.

**Restoration Commencement Time.** Following the submission of Customer's request on Equinix's support systems, Equinix will commence the restoration of the requested Backup to the Customer's Equipment within the applicable Restoration Commencement Target. For each such request, the "**Restoration Commencement Time**" is measured during the applicable Request Window from the submission of Customer's complete request on Equinix's support systems for the restoration of a Backup and up to the initiation of the restoration of such Backup on the Backup Platform (each a "**Valid Request**"). After receiving a Valid Request, Equinix reserves the right to modify the Urgency allocated to the Valid Request based on the description below.

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SERVICE LEVEL NAME	METRIC	URGENCY	RESTORATION COMMENCEMENT TARGET	REQUEST WINDOWS	RCT THRESHOLD
Restoration Commencement Time	Subject to the last paragraph of this section, this metric is calculated as the total number of Valid Requests in a calendar month where the Restoration Commencement Time is within the applicable Restoration Commencement Target, divided by the total number of Valid Requests in such calendar month, with the results expressed as a percentage to two (2) decimal places.	High	<4 hours	24x7	95.00%
		Moderate	<6 hours	8am to 5pm on business days in Madrid	
		Low	<8 hours	8am to 5pm on business days in Madrid	

URGENCY	DESCRIPTION
High	A request that must be prioritized as restoration is essential to avoid putting at risk the Customer's business, its services to its customers or its projects
Moderate	A request that can be responded to sequentially, as a delay in restoration 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 restoration will not put at risk the Customer's business, its services to its customers or its projects

Subject to the last paragraph of this section:

(A) if there are twenty (20) or more Valid Requests in a calendar month and the RCT Threshold is not met or exceeded, then Customer will be entitled to a credit equal to 1/30th of the SB Fees; or

(B) if there are less than twenty (20) Valid Requests in a calendar month and there are two (2) or more Valid Requests in a calendar month that each had a Restoration Commencement Time that was not within the applicable Restoration Commencement Target, then Customer will be entitled to a credit equal to 1/30th of the SB Fees.

**General.** In any calendar month, the maximum credit to which Customer will be entitled will not exceed the SB Fees payable for the affected Smart Backup 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 or failure to meet the applicable Restoration Commencement Time 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 or failure to meet the Restoration Commencement

Time: (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 Backup Platform not provided by Equinix; (d) is caused by execution of any scripts on Customer's Equipment; (e) is caused by functional failures as a result of third-party applications running on Customer's Equipment; or (f) 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/](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.

## Appendix 1: Standard Backup Software Agents Supported

Standard backup software agents supported by Smart Backup include:

- Active Directory
- DB2
- DB2 MultiNode
- Documentum
- GlusterFS
- Hadoop (HDFS)
- Image Level
- Informix
- IBM Notes or IBM Domino
- IBM i File System Agent
- IBM i File System Agent with Commvault VTL
- IBM Spectrum Scale (GPFS)
- Lustre File System
- Macintosh File System
- Microsoft SharePoint Server Agent
- Microsoft SQL
- Microsoft Windows
- MySQL
- NDMP
- Network Share
- Nutanix Files
- Open Enterprise Server (OES)
- Oracle
- Oracle RAC
- OpenVMS
- PostgreSQL
- SAP
- Sybase
- UNIX/Linux File Systems

Standard virtual backup software agents supported by Smart Backup include:

- Citrix Xen
- Docker
- Huawei FusionCompute
- Microsoft Hyper-V
- Nutanix Acropolis Hypervisor (AHV)
- OpenStack
- Oracle VM
- Red Hat Virtualization
- vCloud Director
- VMware
- Solaris Zones
- AIX LPAR
- AIX WPAR
- Oracle VM
- Linux KVM