



# SPAIN MANAGED SERVICES DRAAS POLICY

This Spain Managed Services – Disaster Recovery as a Service Policy (“Policy”) supplements and sets forth additional terms and conditions governing the provision of DRaaS, 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.

**“Customer DR Infrastructure”** means the Resources to be used from the moment of DR Activation, which will be on a separate infrastructure platform to the Customer DRaaS Platform (if that is hosted on Equinix’s IaaS Platform).

**“Customer DRaaS Platform(s)”** means the disaster recovery platform located in Customer’s infrastructure required to run disaster recovery as a service processes and proxy, developed by Equinix, whether hosted on Customer premises, Equinix’s IaaS platform, hosted in an IBX Center or elsewhere.

**“Customer Platform to Protect”** means every virtual machine to replicate as part of the DRaaS.

**“DR Activation”** means the process of stopping data replication and activating the Customer DR Infrastructure on the Equinix IaaS Platform (as described further in the Equinix Infrastructure as a Service Policy).

**“DR Fees”** means the Fees payable for the applicable calendar month for the affected DRaaS.

**“DR Simulation”** means DR Activation in a simulation exercise during an agreed time window, except that data replication will not be stopped during this simulation exercise.

**“DRaaS”** means the Disaster Recovery as a Service provided by Equinix as described in this Policy.

**“Equinix DRaaS Platform”** means Equinix’s private platform dedicated to managing the replication of the Customer Platform to Protect to the Customer DR Infrastructure.

**“Proxy”** means the virtual or physical machine in the Customer DRaaS Platform with the capability to facilitate secure communication between the Customer Platform to Protect and Equinix DRaaS Platform, and the transfer of Replicated Data and catalogue information.

**“Replicated Data”** means the data from a specified and agreed part of the Customer Platform to Protect, in the form it is in when retrieved via the Equinix DRaaS Platform.

**“Resources”** means any of the virtual machines, network elements and storage resources for IaaS in a Single vDC configuration (each as described further in the Equinix Infrastructure as a Service Policy) set out in an Order.

**“RPO”** or “Recovery Point Objective” means the agreed maximum age of the Replicated Data (in hours) at the point of an unexpected failure or disaster on the Customer Platform to Protect.

**“RTO”** or “Recovery Time Objective” means the targeted period of time between an unexpected failure or disaster on the Customer Platform to Protect and Equinix’s confirmation that DR Activation is complete and the virtual machines are ready to be started by the Customer on the Customer DR Infrastructure.



## 1.2 Set Up

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

Equinix will install and configure or enable the Customer to install and configure:

- A. Proxy software on the Customer's DRaaS Platform(s), and Equinix will outline the sizing of the Proxy based on the predicted volume and number of virtual machines to replicate required by Customer, and the recommended configuration per size detailed in Appendix 1 to this Policy, or such other backup software agent agreed in an Order;
- B. A secure connection from Customer DRaaS Platform(s) to the Equinix DRaaS Platform (as described below), unless the Customer Platform to Protect and Customer's DRaaS Platform(s) is hosted on Equinix's IaaS platform;
- C. if necessary in Equinix's reasonable discretion, management connections to Customer's DRaaS Platform(s) (Proxy) from the Equinix DRaaS Platform.

Equinix will install and configure the Resources for the Customer DR Infrastructure to be used in case of DR Activation.

## 1.3 DRaaS Services

Equinix DRaaS will provide the following Services:

### 1.3.1 Customer DR Infrastructure:

The DRaaS includes an optimized backup/restoration solution that replicates the backup of a virtual machine on the Customer Platform to Protect and can restore a synchronized copy of the virtual machine on Customer's DR Infrastructure within the minimum RTO. The solution optimizes the bandwidth between Customer DRaaS Platform and Equinix DRaaS Platform because deduplication technologies are applied, and the synchronized copy of each virtual machine is based upon incremental backups being taken following an initial full backup of such virtual machine.

The RPO will be not be shorter than 4 hours, but will be adjusted depending upon the infrastructure used, volume of data to replicate and connectivity methods used. If the data to be

replicated is particularly large or the connectivity method doesn't provide enough bandwidth to replicate the data on time and meet the minimum RPO, a longer RPO will be agreed by the Parties on each occasion when the scope of the data to be replicated is agreed.

If there is a DR Activation, Equinix will use its reasonable endeavours to achieve an RTO of 4 hours. Following a DR Activation request, the replicated virtual machines on the Customer DR Infrastructure will be ready to be started (the replicated virtual machines will be provided to the customer in a stopped status).

### 1.3.2 Connectivity

The connection between the Equinix DRaaS Platform and the Customer DRaaS Platform, used for data replication, will be established via the internet access to the Equinix DRaaS Platform (the "Replication Connectivity"), unless the Customer already has an established direct connection with Equinix's IBX Centers in Spain which can be used for this purpose, or the Customer Platform to Protect is hosted on Equinix's IaaS platform. The bandwidth of the Replication Connectivity required for the replication of virtual machines will depend in part on the Customer Platform to Protect and the bandwidth available on the communication lines serving the Customer Platform to Protect.

If the Customer Platform to Protect is hosted on Equinix's IaaS platform, the connection between the Equinix DRaaS Platform and the Customer DRaaS Platform, used for data replication, will be established via Equinix's network infrastructure (not the internet) and the Customer will not need to provide connectivity for data replication.

This bandwidth provided by Equinix can be increased to carry out the initial replications of virtual machines, when more data has to be transmitted. If the bandwidth is still not sufficient, Equinix can also provide an external storage solution to make the copies of the virtual machines, but this solution may require additional resources from the Customer.

All the solutions encrypt the traffic via software for security reasons and the communication is not exposed to the public internet.

An additional connectivity must be established in case of DR activation over Equinix IaaS.



### 1.3.3 DR Simulation (Scheduled Failover)

DRaaS includes the possibility for Customer to request the execution of periodic DR Simulations (failover tests) to review the proper functioning of the replicated virtual machines. These tests should be non-intrusive and should not result in customer service outages.

In addition, the execution of these tests should in no case force to perform the failback of the virtual machines to the Customer Platform to Protect once the tests are completed. Any changes performed on Customer DR Infrastructure during the DR Simulation will be discarded upon completion of the DR Simulation.

One DR Simulation per year is included without any extra cost.

### 1.3.4 Platforms Supported

The scope of the service and platforms supported by DRaaS are set forth in Appendix 2.

### 1.3.5 Reporting

Equinix will provide the Customer with the replication status of all protected virtual machines, via its online customer portal. A report with such information via email is available as an option.

## 2. Customer Responsibilities

The provision of DRaaS 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 DRaaS 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 the Customer Platform to Protect, including the Customer DRaaS Platform and the Equinix DRaaS Platform and ascertain any other replication configuration information.
- B. Customer must determine the specification of and maintain (including maintain support contracts for every component of): (i) the Customer DRaaS Platform(s); and (ii) any internal communication between the Customer DRaaS Platform's components and between it and the Customer Platform to Protect.

- C. Customer must install and maintain the Proxy on the Customer DRaaS Platform that at least meets the sizing required by Equinix as outlined in Appendix 1, as such sizing requirement may vary over time depending on the volume of the Replicated Data and number of virtual machines to protect. If Equinix will install the Proxy, then Customer must provide a user account to Equinix with enough permissions to access the Customer DRaaS Platform for that purpose.
- D. Customer must provide a user account to Equinix with enough permissions to access the Customer Platform to Protect via the Customer DRaaS Platform.
- E. Customer must: (i) ensure the Customer DRaaS Platform(s) and Customer Platform to Protect remains functional and compatible with the original settings agreed during set up, except in respect of the Customer Platform to Protect during a DR Activation, (ii) maintain and not amend the Customer DRaaS Platform(s) or Customer Platform to Protect 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 Proxy on the Customer DRaaS Platform(s).

## 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.

There will be two charging concepts, IaaS - Platform DRaaS (Replication) which applies at all times, except following a DR Activation, and IaaS - Platform (DR Computing) which applies upon a DR Activation being requested until the Customer DR Infrastructure is no longer needed (i.e. upon the completion of a failback of all of the virtual machines to the Customer Platform to Protect):

- **IaaS - Platform DRaaS (Replication):** In addition to the other UoM identified below, the Unit of Measure (UoM) used to determine the volume consumed or available for consumption of the DRaaS Service for the purpose of the different Fees payable by Customer, is the volume of terabytes for Replicated Data (Protected TB) that is available to be consumed or actually consumed (as applicable) by Customer on the Equinix DRaaS Platform.



For these purposes, Overage Charges and Pay As You Go Charges shall be calculated using the peak volume of the Replicated Data actually consumed during the Service Period.

PRODUCT	UOM
IaaS - Platform DRaaS	Protected TB
IaaS - Platform Reserved	vCPU, vRAM, Reservation (reduced full rate)
IaaS - Storage	One unit = 100GB (or pro rata portion thereof)

- **IaaS - Platform (DR Computing):** The Unit of Measure (UoM) used to determine the volume consumed or available for consumption of IaaS for the purpose of the different Fees payable by Customer, is different based on the element of IaaS consumed.

Following DR Activation, an additional Fee on top of the "IaaS - Platform Reserved" Fee is charged on a Pay As You Go Charges basis:

PRODUCT	UOM
IaaS - Platform	vCPU, vRAM

The Fees for the DRaaS 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 Platform to Protect is not yet ready to be included in a DRaaS.

**4. Service Level Agreement**

The purpose of this Service Level Agreement ("SLA") is to define the measurable performance levels for DRaaS 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. The availability for the Customer DR Infrastructure (in Single vDC configuration) is set forth in the Infrastructure as a Service Product Policy available at <https://www.equinix.com/resources/product-documents/>.

**Equinix DRaaS Platform at 99.5+% availability.** This is met by achieving less than two hundred and nineteen (219) minutes of Unavailability of the Equinix DRaaS Platform over a calendar month period ("Equinix DRaaS Platform SLA Threshold"). For the purposes of this paragraph and subject to the last paragraph of this section, the Equinix DRaaS Platform is considered

"Unavailable" when a failure in the Equinix DRaaS Platform means that it is unable to receive Replicated Data from the Customer DRaaS Platform(s). 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 Equinix DRaaS Platform SLA Threshold, Customer will be entitled to a credit equal to 1/30th of the DR Fees. Further, Customer will be entitled to an additional credit equal to 1/30th of the DR Fees for every full hour of Unavailability beyond the Equinix DRaaS Platform SLA Threshold.

**DR Activation Commencement Time.** Following the submission of Customer's request for DR Activation or DR Simulation on Equinix's support systems, Equinix will commence the DR Activation or DR Simulation process (as applicable) within the applicable DRaaS Commencement Target. For each such request, the "DR Activation Commencement Time" is measured during the applicable Request Window from the submission of Customer's complete request on Equinix's support systems for the DR Activation or DR Submission (each, a "Valid Request") and up to the commencement of the DR Activation process. After receiving a Valid Request, Equinix reserves the right to modify the Urgency allocated to the Valid Request based on the description below.



Service Level Name	Metric	Urgency	DR Activation Commencement Target	Request Windows	RCT Threshold
DR Activation 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	24/7	95.00%
		Moderate	<6 hours	8am to 5pm on business days in Madrid	

Urgency	Description
High	DR Activation (Real Failover)
Moderate	DR Simulation (Scheduled Failover)

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 DR 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 DR Fees.

**General.** In any calendar month, the maximum credit to which Customer will be entitled will not exceed the DR Fees payable for the affected DRaaS 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 DR Activation 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 DR Activation 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 the Customer DRaaS Platform(s), the Customer Platform to Protect, or software or connectivity on or between the Customer DRaaS Platform(s) or the Customer Platform to Protect and the Equinix DRaaS Platform, not provided by Equinix; (d) is caused by execution of any scripts on Customer DRaaS Platform(s) or the Customer Platform to Protect; (e) is caused by functional failures as a result of third-party applications running on Customer DRaaS Platform(s) or the Customer Platform to Protect; 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 <https://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: Proxy recommended sizing

**Proxy Agent:** Recommended Proxy server agent sizing is based on the number of virtual machines replicated and a larger size will be needed if encryption technologies are used:

Standalone Configuration:

Number of Clients	Regular, Authenticated, or Raw	Encrypted
<1000 clients	Dual-core 1-GHz processor with 16 GB RAM	Dual-core 1-GHz processor with 32 GB RAM
1000 clients to 5000 clients	Dual-core 1-GHz processor with 32 GB RAM	2 x dual-core 1-GHz processor with 32 GB RAM
>5000 clients	2 x dual-core 1-GHz processor with 32 GB RAM	4 x dual-core 1-GHz processor with 32 GB RAM

NOTE 1: If high availability or geo-extended configurations are used by the Customer in its Customer Platform to Protect, or a very large volume of data will need to be replicated, more than one proxy servers may be required.

NOTE 2: Attached storage to the Proxy may be needed, depending upon the volume of data to be replicated.

### Appendix 2: Standard DRaaS Platforms Supported

Standard virtual replication platforms supported by DRaaS:

- vCloud Director
- VMware