

CONTRACTS

EQUINIX EXTENDED INTERCONNECTIONS POLICY

September 6, 2017

This Equinix Extended Interconnections Policy (“Policy”) supplements and sets forth additional terms and conditions governing the use of the Equinix Extended Cross Connects by the Customer, as further described in the applicable Order.

1. Description of Products

To connect Customer’s Licensed Space to its telecommunications network, Equinix hereby grants Customer a license to use the specified Cross Connect(s) from Customer’s Licensed Space to the end point designated by Equinix, which may be located in a Meet-Me-Room (“MMR”) controlled by a third party (“Extended Cross Connect”). If Customer requires the Extended Cross Connect to connect to another site in the same Metro (as designated by Equinix) it will be called an “Extended Metro Connect” or an “Extended Fiber Connect”, as applicable.

2. Customer Responsibilities

Customer understands that the MMR controller may require Customer to contract with a third party in order to connect to any other party located in the MMR or elsewhere in the building. Customer must: (i) comply with all then-current policies and procedures of the MMR (“MMR Policies”); (ii) obtain authorization for all work performed in the MMR, which may require contracting for services with a third party and independently procuring a demarcation panel for Cross Connect termination; and (iii) only perform work related to connections and cable runs from Equinix’s space within the MMR under Equinix’s supervision. Equinix is not responsible for troubleshooting any connections ordered by the Customer to any other party. If Equinix’s right to use or access the MMR is terminated for any reason, Equinix may terminate the Cross-Connect upon prior notice to Customer.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE MMR IS NOT CONTROLLED OR OWNED BY EQUINIX. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EQUINIX MAKES NO WARRANTIES, EXPRESS OR IMPLIED REGARDING THE PERFORMANCE, SECURITY, HUMIDITY, AIR CONDITIONING, ACCESS AND OTHER CHARACTERISTICS OF THE MMR, AND EQUINIX DOES NOT WARRANT THAT THE PRODUCTS PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER’S USE OF THE PRODUCTS PROVIDED HEREUNDER IS SOLELY AT ITS OWN RISK.

Notwithstanding anything to the contrary, this license is not transferable or assignable and use must be solely limited to Customer’s internal purposes, which may include remote peering but should not be used in any way to: (i) resell Equinix’s Products to any third party, or (ii) make Equinix’s Products available to any third party that does not maintain a physical presence in the IBX Center, or (iii) allow a third party that does not have a presence within the IBX center to connect to any Equinix Exchange or to any Customer within the IBX unless that third party has signed an Equinix MCA. For avoidance of doubt, this section will not prohibit Customer from using the Extended Cross Connect for its internal purposes with respect to its own Licensed Space within the IBX Center. If Equinix believes that Customer has violated this use restriction, Equinix may immediately terminate the Licensed Space and Services upon written notice to Customer.

3. Miscellaneous

Applicable to installation in the Asia Pacific region only: Upon the expiration of the Initial Term, Equinix will have the right to terminate, with 30 days written notice to Customer, the portion of the Order relating to the provision of network services only (and not for the colocation services).