

CONTRACTS

LICENSED SPACE AND STANDARD CROSS CONNECT SLA

EXHIBIT A TO GLOBAL TERMS AND CONDITIONS EQUINIX COLOCATION SERVICE DESCRIPTION AND SERVICE LEVEL AGREEMENT

The purpose of this Colocation Service Description and Service Level Agreement (“SLA”) is to describe the Licensed Space, Cross Connect and related Services Equinix will deliver to Customer, define measurable performance levels, and specify remedies available to Customer if these levels are not achieved. Words capitalized but not defined in this SLA will have the meaning defined in the Agreement.

1. **Licensed Space and Interconnection** – Licensed Space is situated within the Equinix IBX Center listed on the Order and includes the following features:
 - a. **Security/Access Controls**. Equinix shall establish and maintain appropriate physical, technical and organizational safeguards and controls which, in Equinix’s sole discretion, are designed to protect the security of the (a) IBX Center, (b) the Licensed Space which contains Customer’s Equipment, and (c) the Services (collectively, “**Safeguards**”). Safeguards will include the following:
 - i. Building Perimeter Security – Equinix continually monitors all entrances and exits to each IBX Center. Specific architectural features and physical construction of individual IBX Centers provide additional security and differ by location.
 - ii. Colocation Area Security – Within each IBX Center, the colocation area is protected by additional security measures to form multiple layers of security. Equinix employs appropriate facility access controls to limit physical access to the Licensed Space, and examples of such access controls include: visitor access authorization and validation via customer administrators and security officers, security mantraps, biometric readers and access card readers, locking cabinets, and extensive monitoring by video and/or IBX Center site staff.
 - iii. Private Cage – Customer may select a private cage with access to the private cage restricted only to authorized personnel by means of an additional card reader or biometric scanner on the cage door.
 - iv. Secure Cabinet -- Customer may select a secure cabinet with access to the secure cabinet restricted only to authorized personnel by means of an additional locking mechanism on the cabinet door.
 - v. Security Systems – Equinix will use business systems designed to optimize security and such other security measures that Equinix deems appropriate.
 - b. **Security Breach Notifications**. Equinix will contact Customer via phone or email of any actual or attempted unauthorized access of Customer’s Licensed Space (i.e., private cage or cabinet) (“**Breach**”) within twenty-four (24) hours of discovery, or as soon as is practical given the circumstances. In the provision of Licensed Space and Services, Equinix does not manage nor monitor Customer’s Equipment and does not monitor any Cross Connects. Customer is solely responsible for monitoring Customer’s Equipment and its network traffic.
 - c. **Electrical Power**. Equinix has designed electrical power delivery systems to provide an uninterrupted supply of electrical power through various primary and secondary supply mechanisms. For electrical power delivery to the Licensed Space, Customer may choose between the following configurations:
 - i. Non-Redundant Power – Electricity delivered via one (1) power circuit.
 - ii. Redundant Power – Electricity delivered via two (2) power circuits from two different power busses.
 - d. **Climate Control**. Equinix controls the climate in the colocation area and is designed to provide a predictable and consistent environment as follows:
 - i. Temperature – Temperature is controlled to be between 18°C (64.4°F) and 27°C (80.6°F).
 - ii. Relative Humidity – Relative Humidity is controlled to be between 25% and 65%.
 - e. **Cross Connects**. Cross Connects permit Customer to connect Customer’s Equipment to other Equinix customer equipment or Equinix interconnection exchanges located within an IBX Center or between IBX Centers on a single Equinix campus. Cross Connects are available in multiple media types.
 - f. **Smart Hands**. At Customer’s request, Equinix will provide Smart Hands, which provide remote support of Customer’s Equipment within an IBX Center. Smart Hands only consists of visual and physical support of hardware (i.e., no application support or access to Customer Data). Smart Hands examples include: assisting Customer with moving Customer’s Equipment and uncrating from boxes; labeling equipment and cable connections; inventorying Customer’s Equipment; and installing cabling between or from Customer’s Equipment to Customer’s demarcation equipment. Smart Hands requests may be expedited at the request of Customer and as agreed by Equinix.
 - g. **Customer Portal**. The Customer Portal allows Customer to place Orders for Services (e.g., Smart Hands or additional Cross Connects or Power); open work visit tickets and schedule shipments; access standard self-service reports (e.g., user authorizations, install base, finance overview and pending orders), maintenance and incident notifications, and trouble ticket submissions; and manage physical access to the IBX Center and the Licensed Space.
 - h. **Maintenance**. Equinix maintains its IBX Center via a comprehensive, coordinated program of preventive maintenance. Maintenance activities are fully scripted, scheduled, reviewed, and approved by Equinix operations and engineering management prior to execution of the work. Equinix will inform customers of any maintenance via email or the Customer Portal. Equinix will use reasonable efforts to provide Customer with maintenance notifications in accordance with the following timeframes, but failure to do so will not entitle Customer to credits. Equinix will use commercially reasonable efforts to minimize disruption to the Services when performing maintenance.

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Maintenance Type	Notification Objective
Scheduled Maintenance	at least 30 days in advance
Urgent or Emergency Maintenance	at least 3 days in advance
Remedial Maintenance	0 and up to 3 days in advance

- i. **Incident Management.** Equinix will maintain sufficient capability, systems, and processes to promptly respond to and address incidents within the IBX Center that affect, or have the potential to affect, the Licensed Space and Services or the operation of the IBX Center. Equinix monitors the critical equipment providing the Services and alerts staff to investigate and take appropriate and timely corrective action for power, environmental, security, fire suppression, and life safety incidents. If Equinix becomes aware of an incident that affects the Licensed Space and Services, Equinix will inform Customer and advise Customer of the nature of the incident within thirty (30) minutes of discovery, or as soon as is practicable given the circumstances. Equinix will provide Customer with regular updates (at least every two (2) hours) with the status of the incident and the actions taken. Customer may monitor the progress of the incident via the Customer Portal.

2. Availability and Credit Remedies

a. Electrical Power

Service Level Name	Redundant Power Service Level	Non-Redundant Power Service Level
Availability	99.999%+	99.99%+
Service Level Threshold	This service level is met by achieving less than twenty-six (26) seconds of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
Unavailability	A redundant power service is considered Unavailable when a functioning cabinet that includes Customer provided automatic failover capability is powered by two (2) power circuits from different power busses, and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power.	A non-redundant power service is considered Unavailable when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power.
Credits	Subject to Section 3, if Unavailability exceeds the applicable Service Level Threshold, Customer will be entitled to a credit equal to 1/30th of the number of affected cabinets multiplied by the average power MRC per cabinet (i.e. total power MRC divided by the total number of cabinets) in the Licensed Space within which the Unavailability occurred (" Loaded Cabinet MRC "). Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected cabinet(s) for every full hour of Unavailability beyond the applicable Service Level Threshold.	

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b. Climate Control

Service Level Name	Temperature Service Level	Humidity Service Level
Availability	99.99%+	99.99%+
Service Level Threshold	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
Unavailability	Temperature is considered Unavailable when the temperature drops below 18°C (64.4°F) or exceeds 27°C (80.6°F). Equinix measures temperature between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.	Humidity is considered Unavailable when the humidity drops below twenty five percent (25%) or exceeds sixty-five percent (65%). Equinix measures humidity between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.
Credits	Subject to Section 3, if Unavailability exceeds the applicable Service Level Threshold, Customer will be entitled to a credit equal to 1/30th of the Loaded Cabinet MRC. Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected cabinet(s) for every full hour of Unavailability beyond the applicable Service Level Threshold.	

c. Cross Connects

Service Level Name	Cross Connect Availability Service Level	Cross Connect Provisioning Service Level				
Availability	99.99%+	Not applicable				
Service Level Threshold	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per Cross Connect.	Upon Equinix acceptance of a valid Customer request, Equinix will install into Customer's existing Licensed Space up to three (3) Cross Connects per day, per IBX Center as follows:				
		<table border="1"> <thead> <tr> <th><u>IBX Type</u></th> <th><u>Installation within:</u></th> </tr> </thead> <tbody> <tr> <td>IBX Plus</td> <td>3 business days</td> </tr> <tr> <td>IBX Premium</td> <td>24 hours</td> </tr> </tbody> </table>	<u>IBX Type</u>	<u>Installation within:</u>	IBX Plus	3 business days
<u>IBX Type</u>	<u>Installation within:</u>					
IBX Plus	3 business days					
IBX Premium	24 hours					
Unavailability	A Cross Connect is considered Unavailable when the passive physical media that Equinix uses for the Cross Connect fails and the endpoints are unable to maintain a communication connection due to the failure of the physical media.	Not applicable				
Credits	Subject to Section 3, if Unavailability exceeds the Service Level Threshold, Customer will be entitled to a credit equal to the MRC for the affected Cross Connect.	Subject to Section 3, if Equinix does not provision Cross Connect(s) in accordance with the Service Level Threshold, Customer will be entitled to a credit equal to 100% of the NRC of the affected Cross Connect. Note: The Cross Connect Provisioning Service Level only applies to IBX Centers listed here: http://www.equinix.com/resources/product-documents/equinix-ibx-classification/ .				

3. General

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Notwithstanding anything to the contrary in this SLA or the Agreement, the terms of this Section 3 apply to all Licensed Space and Services. The credits set forth in this attachment are Customer's sole and exclusive remedy if Equinix fails to meet the service level thresholds stated herein. In any calendar month the maximum credit to which Customer shall be entitled will not exceed the MRC for such Licensed Space or Service. All periods of Unavailability must be verified by Equinix, and approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. The period of Unavailability will be measured from the earlier of: (i) the time Equinix becomes aware of the incident as evidenced by Equinix's system logs or data, monitoring systems or applicable incident report; or (ii) Customer's notification to Equinix of the incident (i.e., Customer opens a trouble ticket) provided that Equinix can confirm the incident began when Customer claims it did; and ends when the Unavailability has been remedied, as confirmed by Equinix (i.e., closing of the trouble ticket).

Customer will 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: (i) Force Majeure Events; (ii) scheduled maintenance; (iii) Customer's Equipment; or (iv) actions or inactions of Customer or its representatives. In order to be eligible for a credit, Customer must report the Unavailability to Equinix within seven (7) days of the incident. In order to receive a credit from Equinix, Customer must request the credit by notifying the applicable Equinix country contact in writing within fifteen (15) days of the last day of the month in which the Unavailability is remedied (i.e. the trouble ticket is closed). For questions or support, please work with your authorized Equinix Sales Representative or the Equinix Service Desk in your region.