

EXHIBIT K

Metro Connect

1. Service Description

1.1 The Metro Connect ("Metro Connect") Service provides supporting infrastructure that enables the interconnection to a wide variety of carriers, networks and internet infrastructure service providers located across multiple IBX centers. The Metro Connect Service provided by Equinix include circuits in the following configuration: (a) single connection; (b) single protected; and (c) dual connection. The single connection configuration is referred to as "**Unprotected Service**". Single protected and dual connection circuit configuration is referred to as "**Protected Service**". Failover between a primary and Backup Circuit in a Redundant Service is the responsibility of the customer's equipment and configuration. The Demarcation Point is defined as Equinix's network equipment supporting the Circuits not including any cross-connect between Customer's cage and such equipment.

1.2 This Exhibit sets out the Service Level and the applicable terms which apply to Customer's use of the Metro Connect service. All capitalized terms herein which are not defined herein shall have the meaning given to them in the MSA or IBX Center Policies.

2. Customer Responsibilities

The following organizational requirements apply to Customer's use of the Metro Connect:

2.1 Customer shall not conduct any activity in relation with the Metro Connect Service or using any equipment in relation with the Metro Connect Service which is illegal, contrary to the terms of the MSA (including the any policies) or interferes with or could potentially interfere with any other collocating customer's use of services, connectivity or equipment on the premises of the IBX.

2.2 Customer shall not obtain or attempt to obtain unauthorized access to the Metro Connect Equipment, or circumvent or attempt to circumvent any applicable security features.

3. Service Level Agreement

3.1 99.999% Uptime for Protected Services. Permitted downtime relating to Protected Service is defined as zero point zero zero one percent (**0.001%**) downtime in each calendar month within the duration of the Service Term, which is equivalent to an aggregate of **twenty five point nine two (25.92) seconds** measured over any calendar month ("**Permitted Downtime**").

3.2 For purposes of this Exhibit, downtime relating to Protected Service is defined as follows (a) for single protected configuration, unavailability of full port-to-port Circuit ordered by Customer; and (b) for dual connection configuration, unavailability of both primary and backup circuits.

3.3 Equinix shall not provide Customer with any service credit if an outage of Metro Connect Service is (a) pursuant to a planned service outage which shall mean any outage for which Customer has been given at least 24 hours prior notice via email or other means to Customer's designated contact(s); or if such outage is (b) caused by (i) the acts or omission of Customer, Customer's end-user, or Customer's representatives, employees or contractors; (ii) the failure or malfunction of non-Equinix equipment or systems.

3.4 Equinix will make reasonable efforts to begin contacting Customer's primary contact as designated in the by Customer within thirty (30) minutes of identifying any problem which results in Compensable Downtime Period (defined below).

4. Service Credit

4.1 Where the downtime relating to any Protected Service exceeds the relevant permitted downtime, such period of time where such excess downtime occurred is defined as the "**Compensable Downtime Period**". Customer is entitled to request a credit in relation to such Compensable Downtime Period by notifying its Equinix contact or the IBX Center site manager in writing within seventy-two (72) hours of the conclusion of such Compensable Downtime Period, providing full details of the alleged failure to meet such Service Levels and upon such request and verification by Equinix that Equinix has failed to meet such Service Level, Equinix shall credit Customer's account with the equivalent of the **proportionate daily** applicable MRC for Metro Connect Services Fees per Affected Unit payable by Customer, per hour for which Compensable Downtime Period lasted.

4.2 Downtime in connection with any Service Level set out in this Exhibit is measured from the time that Equinix receives from Customer notification of such downtime in the form set out above to the time the Service Level in question is restored to the parameters set out herein but does not include Customer's testing period.

4.3 Upon Customer receiving service credit for any service level failure ("**Compensated Service Level Failure**"), all instances of downtime in excess of the permitted levels of downtime for each of the guarantees will be deemed to have not occurred for the purposes of any service credit claims by Customer subsequent to the Compensated Service Level Failure.

4.4 Equinix's internal records shall serve as the final source of reference when any discrepancies arise between Customer's records and Equinix's records whether in respect of the compliance of the Service Levels or otherwise and Customer agrees that Equinix's record shall be conclusive of the matters stated therein.

4.5 The total amount of service credit in respect of the Metro Connect Service for a particular calendar month shall not exceed the MRC of such Service, as the case may be.

4.6 Equinix shall credit any service credit allowed under the terms herein, on Customer's first invoice issued after Equinix's acceptance of such credit request. Any failure of Service Level occurring at such time where Customer has any due and outstanding payment will be deemed to have not occurred.

4.7 **Remedies.** The service credit shall be the Customer's sole and exclusive remedy for Equinix's failure to meet the Service Levels. For the avoidance of doubt, under no circumstances will any damages accrue to Customer in consequence of a failure by Equinix to meet the Service Levels nor will such failure constitute a breach of the Agreement entitling Customer to terminate the Agreement except as expressly provided herein.

5. **Exclusions.** Customer shall not receive the service credit described herein if Equinix's failure to meet any of the Service Levels is attributable to:

5.1 any act or omission on the part of Customer, any Authorized Person, Accompanying Person, Associated Entity or its employees, agents, representatives or contractors (other than Equinix) or any third party not within the reasonable control of Equinix;

5.2 any change in the conditions, operating environment, system configuration and/or assumptions specified as part of the Service Levels;

5.3 any failure, breakdown, inoperability, defect or fault in or of any public or third party telecommunications network, equipment, infrastructure, cables or other facilities or Customer's Equipment; or

5.4 any Force Majeure event.

Customer to complete:

The person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing.

Customer Name: _____
(Complete Legal Name)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Equinix to complete:

The person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing.

EQUINIX HONG KONG LIMITED
Biz. Reg. No. 30749622-000-02

Authorized Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

