

# CONTRACTS

## EQUINIX INNERDUCT POLICIES

March 20, 2020

For the purpose of connecting Customer's Licensed Space to its telecommunications network, Equinix hereby grants to Customer a license to: use one (1) innerduct ("Innerduct") from the point-of-entry outside of the IBX as assigned by Equinix to the Licensed Space, including any cable management infrastructure (e.g., ladder rack, cable tray, etc.) ("Cable Management Infrastructure") in the IBX Center to permit the Innerduct to run from the point-of-entry into the IBX Center to the Licensed Space.

A standard "Innerduct" consists of: (i) A license to enter and/or traverse an Equinix IBX center; (ii) a dedicated physical path made up of a flexible innerduct less than 1.25" diameter and 2' turn radius normally housed inside a larger conduit; (iii) within constraints of existing duct works and access paths; (iv) may house one (1) Fiber Optic Cable (not armored) less than or equal to 432 strands; (v) not within a multi-tenant building. Variations from the above specifications are considered non-standard Innerducts and subject to Equinix consent, prior review, and may incur additional Fees.

As a condition to using this product, Customer will notify Equinix in writing: (i) the number of fiber strands it intends to install in the Innerduct; and (ii) the specific business purpose (e.g. peering, network peering, network aggregation, enable connectivity for colocation business) for which the Innerduct will be used. Additionally, the parties will agree on the precise termination location of this product outside of the Equinix IBX Center.

Customer will be responsible for pulling telecommunication cable ("Cable") through the Innerduct and through the Cable Management Infrastructure, as required, and terminating such Cable in a customer-provided demarcation panel located in the Licensed Space at its expense and in accordance with the IBX Center Policies, including using Equinix-approved labor and materials for the Cable pull under Equinix's supervision and installing a conduit liner if required. Customer will be solely responsible for maintaining, servicing, repairing and removing the Cable and any dedicated conduit that connects the Licensed Space and the fiber entry

room. Equinix will have no responsibility with respect to the Cable or troubleshooting Customer's Equipment. All access to the Innerduct and all work requiring supervision by Equinix will be subject to Customer opening a Smart Hands request at the standard rates. Notwithstanding anything to the contrary, Customer agrees to indemnify, defend and hold harmless the Equinix Parties from and against any and all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and expenses), for all third party claims for personal injury, loss of life or damage to tangible property, arising out of Customer's breach of the Order, Customer's use of the Innerduct and/or the Cable Management Infrastructure, or Customer's access to, maintenance, servicing and/or repair of such Cable.

Notwithstanding anything to the contrary, these licenses are not transferable or assignable and use of them will be solely limited to Customer's internal purposes and, except as provided by the Premium Connectivity Policy, they should not be used in any way to: (i) resell Equinix's Products to any third party, (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 Center. For avoidance of doubt, this section will not prohibit Customer from using the Innerduct 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.