

Effective: October 24, 2016

NETWORK CONNECTIVITY – 3RD PARTY CIRCUITS SERVICE DESCRIPTION

This Service Description describes Managed Connectivity 3rd Party Circuits using a network service provider.

This Service Description should be read in conjunction with the Terms and Conditions of the applicable Order. The Order will set out additional Customer-specific information relating to the Managed Connectivity.

1. 3rd Party Circuits

1.1 3rd Party Circuits are only directly available from individual Equinix IBX.

1.2 If agreed in an Order, Equinix shall provide private, dedicated connectivity at a specified bandwidth, physically and/or 'logically', either:

- a) between racks in two separate IBXs where those racks are provided to the Customer as part of its Colocation Services;
- b) between a Customer rack being provided as part of its Colocation Services, and a specific non-Equinix location agreed in an Order, where (a) and (b) are, separately, **"Circuits"**.

1.3 The ports for Circuits are provided on a resilient or non-resilient service basis; if an Order is silent, the ports (and path) for the relevant Circuit will be non-resilient. IBX

1.4 Circuits are provided through one or more of the following methods, depending on location and bandwidth requirements:

- a) Wavelength Services (Ethernet and Fibre-Channel)
- b) Ethernet
- c) ADSL Line
- d) PSTN
- e) such other methods capable of being supported by Equinix from time to time and specified on an Order.

2. Installation

2.1 The 3rd Party Circuits may be installed within the IBX in one of the following two ways:

- a) **"Plug and Play"**
- b) A bespoke installation method specified on an Order (together, the **"Installation Methods"**).

2.2 If the Order does not specify an Installation Method and/or the Customer does not respond within 48 hours to a request from Equinix for required Installation Method details, Equinix reserves the right to opt for what it considers to be a suitable Installation Method. Equinix also reserves the right to charge the Customer a second installation fee should the Customer wish the 3rd Party Circuits to be re-installed and/or re-configured at a later date (regardless of

whether the Customer specified its preferred initial Installation Method in an Order or otherwise).

- 2.3 For the avoidance of doubt, if an Order for 3rd Party Circuits specifies a Set-Up Fee for the initial installation, separate procurement of a cross connect service and payment of a cross connect service fee is not required for that initial installation (but such fees would still be payable for any subsequent re-installation or re-configuration requested by the Customer).

3. Customer Dependencies

- 3.1 Where Equinix is providing 3rd Party Circuits in accordance with paragraphs 1.1 and 1.2, upon reasonable request by Equinix, the Customer must: i) allow Equinix or a subcontractor access to the Customer's relevant offices or Licensed Space in order to enable Equinix to install and test the relevant Circuit; and ii) if required for installation or troubleshooting purposes, allow a phone line for monitoring purposes or other equipment to be installed in such locations.
- 3.2 The Customer must have Licensed Space in the Equinix IBX from which the Customer is ordering the 3rd Party Circuit.
- 3.3 The Customer must provide Equinix with evidence of any degradation of the service on reasonable Equinix request, in order for Equinix to troubleshoot any problem with the 3rd Party Circuits and the network service provider ("**NSP**")

4. Planned Works

- 4.1 As soon as practicable, Equinix shall inform the customer of any planned works that Equinix believe may affect the 3rd Party Circuits.
- 4.2 Equinix shall endeavour to provide the Customer with 14 days written notice for any planned works.
- 4.3 Notification of planned works shall include information on time, place, date and duration of the works which are normally provided by the different 3rd party NSP.
- 4.4 Where emergency works are required by the NSP, Equinix shall give the Customer as much notice as reasonable practicable. In such cases, Equinix will work together with the Customer and the NSP to mitigate any disruption to the Customer.

5. Incident Resolution

- 5.1 In the event of an incident affecting the 3rd Party Circuits, Equinix will use reasonable endeavours to resolve the issue as soon as practicable, where it is within Equinix's control to do so.
- 5.2 Equinix will be responsible for coordinating all testing and repair work relating to the 3rd Party Circuits (including any network equipment) and the cross connects supplied from the NSP to provide the 3rd Party Circuits.
- 5.3 The customer shall notify Equinix of an incident affecting the 3rd Party Circuits as soon as reasonably practicable after Customer is aware of it.
- 5.4 The Customer shall raise a ticket and request support in accordance with the Managed Services Support Service Description document which can be found on <http://www.equinix.com/resources/product-documents/>.
- 5.5 Any time spent by Equinix investigating or resolving an incident, where such incident has not arisen as a result of a fault by Equinix, shall be charged as Smart Hands.