

SPAIN MANAGED SERVICES MANAGEMENT SERVICES POLICY

6 November 2019

This Spain Managed Services – Management Services Policy (“Policy”) supplements and sets forth additional terms and conditions governing the provision of the following “Management Services” products:

- System Management
- Network & Security Management
- Infrastructure Management
- IT Management Services
- Enablement Services
- PaaS Management – MS Azure
- PaaS Management - AWS
- PaaS Management - Google

This Policy shall form part of the terms and conditions of the Order and the Master Country Agreement or other similar agreement between the Parties (“Agreement”).

1. Service Description

1.1 Definitions

Capitalized words used in this Policy will have the meaning ascribed to them herein, but if not defined in this Policy, shall have the meaning ascribed to them in the Agreement.

“WAF”: Web Application Firewall

“SAN”: Storage Area Network

1.2 Set Up

In setting up the Management Services, Equinix will complete the set up tasks identified for the applicable product as described in the applicable Order.

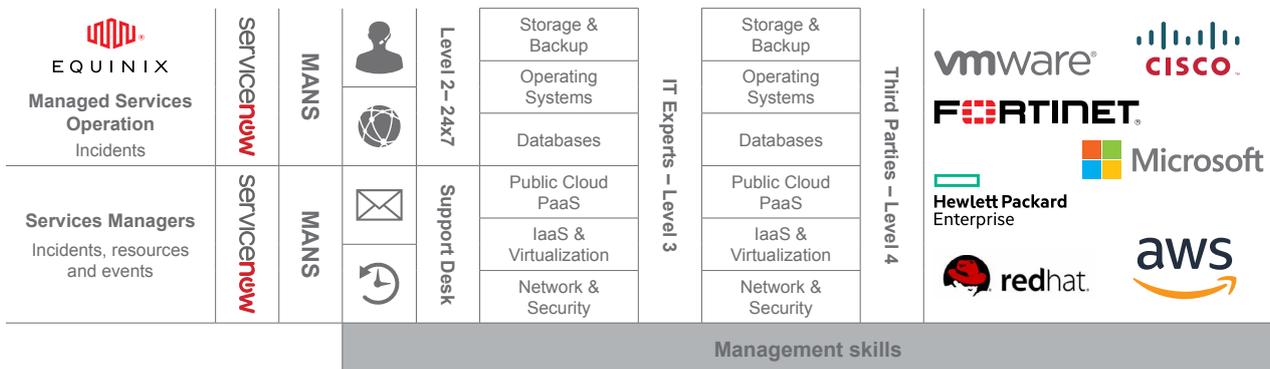
1.3 Management Services

The Management Services will have the features identified for the applicable product as described in the applicable Order.

1.4 Management Services Support

In addition to the support provided by Equinix to Customers as outlined in Managed Services – Support Services Policy for Spain – Managed Services available at www.equinix.com/resources/product-documents/, Equinix also offers a third-party escalation if Customer has contracted for third party support for its services and authorised Equinix to liaise with such third parties in relation to escalation of incidents or requests.

The diagram below outlines how a request or incident is generated, and how it can then be escalated through to resolution via appropriate escalation levels, including via third parties.



2. Customer Responsibilities

The provision of Management Services is dependent on the following Customer responsibilities and if the Customer fails to perform or fulfil the Customer responsibilities, Equinix will not be obliged to provide the service and may charge additional non-recurring Fees that are caused by or arise from such failure to perform or fulfil the Customer responsibilities:

- A. Customer must provide all necessary information to enable Equinix to set up any required connections between Customer's Equipment and Equinix's Tools used to provide the Management Services.
- B. Customer must provide: (i) systems and network information needed for the service configuration deployment and maintenance; (ii) logical access and credentials for the systems to be managed; (iii) contact details for the provision of notification emails and telephone calls.
- C. Customer must: (i) maintain and not amend Customer's Equipment settings or configuration, or operating system platform or configuration, except with Equinix's prior consultation, and (ii) maintain and not amend the configuration of any relevant equipment related to management services, except with Equinix's prior consultation.
- D. Customer must Order the Advanced Monitoring Service from Equinix before Equinix can provide any of the Management Services outlined in this Policy.

3. Charging Methodology

According to the Product ordered, the Product will attach a Fee structured as a MRC, NRC, or both as indicated below:

PRODUCT	CHARGE TYPE
System Management	MRC and NRC
Network & Security Management	MRC and NRC
Infrastructure Management	MRC and NRC
IT Management Services	MRC
Enablement Services	NRC
PaaS Management	MRC and NRC

Each Management Service product has its own Unit of Measure, as outlined below.

PRODUCT	UOM
System Management	
Operating System (Wintel)	Logical server
Operating System (Others)	Logical server
DataBase (Wintel)	Database
DataBase (Others)	Database
Web Server	Application
Application Server Tier 1	Application
Application Server Tier 2	Application
Network & Security Management	
Firewall	Firewall
Switch / Router	Switch
Load Balancer	Load Balancer
WAF	WAF
Infrastructure Management	
Hypervisor	Server
Storage Cabinet	Cabinet
SAN Switch	Switch
IT Management Services	
Wintel System Support	Service
Open System Support	Service
Wintel Data Base Support	Service
Open Data Base Support	Service
Network & Security Support	Service
Storage Support	Service
Backup Support	Service
SAP Basis Support	Service
Virtualization Support	Service
Monitoring Support	Service
Technical Account Manager Support	Service
Project Manager Support	Service
Big Data Support	Service
Legacy Custom Managed Support	Service
Micro On-Site Support	Service
PaaS Management Support	Service

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PRODUCT	UOM
Enablement Services	
Wintel System	Service
Open System	Service
Wintel Data Base	Service
Open Data Base	Service
Network & Security	Service
Storage	Service
Backup	Service
SAP Basis	Service
Virtualization	Service
Monitoring	Service
Technical Account Manager	Service
Project Manager	Service
Big Data	Service
Legacy Custom Managed	Service
Micro On-Site	Service
PaaS Management	Service

to “work in progress” or Equinix otherwise contacts the Customer via email or telephone regarding such request (each a “Valid Request”).

After receiving a Valid Request, Equinix reserves the right to modify the Urgency allocated to the Valid Request based on the descriptions below.

INCIDENT IMPACT	IMPACT / URGENCY	RESPONSE TIME OBJECTIVE	SERVICE LEVEL WINDOW	SERVICE LEVEL THRESHOLD
Incident Response Time	High	< 1 hour	24x7	95.00%
	Medium	< 4 hours		
	Low	< 8 hours		
Request Response Time	High	< 4 hours	8am to 5pm on business days in Madrid	
	Medium	< 6 hours		
	Low	< 8 hours		

INCIDENT AND REQUEST RESPONSE TIME

Subject to the last paragraph of this section, actual monthly performance of this service level is calculated as the total number of Valid Incidents and Valid Requests in a calendar month where the Incident Response Time and Request Response Time (as applicable) is within the applicable Response Time Objective, divided by the total number of Valid Incidents and Valid Requests in such calendar month, with the result expressed as a percentage to two (2) decimal places.

4. Service Level Agreement

The purpose of this Service Level Agreement (“SLA”) is to define the measurable performance levels associated with Management Services and specify remedies available to Customer if Equinix fails to achieve these levels. The service credits listed below are the sole and exclusive remedy for any failure to meet the service level thresholds stated herein.

Incident and Request Response Time

Following the complete submission of Customer’s request or incident validly registered on Equinix’s support systems, Equinix will start to work on the request or incident (as applicable) within the applicable Response Time Objective specified below.

For each incident, the “**Incident Response Time**” is measured as the time during the Service Level Window between (a) when an incident is registered in Equinix’s support systems; and (b) when Equinix’s Service Desk ticket for such incident is changed to “work in progress” or Equinix otherwise contacts the Customer via email or telephone regarding such incident (each a “**Valid Incident**”).

For each request, the “**Request Response Time**” is measured as the time during the Service Level Window from (a) the submission of Customer’s complete request in Equinix’s support systems; to (b) when Equinix’s Service Desk ticket for such request is changed

INCIDENT IMPACT	DESCRIPTION
High	The incident is causing unavailability of one or more of the systems that are the subject of the Management Services and prompt attention is necessary for its resolution.
Medium	The incident is not causing an unavailability to any of the systems that are the subject of the Management Services, but degradation of the functionality of such systems, so it is necessary to take measures quickly to return to a normal situation.
Low	The incident is not causing an unavailability or performance of any of the systems that are the subject of the Management Services, but the appropriate measures must be taken to resolve it.

REQUEST URGENCY	DESCRIPTION
High	A request that must be prioritized as the scope of the request is essential to avoid putting at risk the Customer’s business, its services to its customers or its projects.
Medium	A request that can be responded to sequentially, as a delay in performing the scope of the request will not put at risk the Customer’s business, its services to its customers or its projects.

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REQUEST URGENCY	DESCRIPTION
Low	A request that should not be prioritized, as a delay in performing the scope of the request will not put at risk the Customer's business, its services to its customers or its projects.

Subject to the last paragraph of this section:

(A) if there are in aggregate twenty (20) or more Valid Incidents and Valid Requests in the calendar month and the Service Level Threshold is not met or exceeded, then Customer will be entitled to a credit equal to 1/30th of the Fees for the Management Services in the applicable calendar month; or

(B) if there are in aggregate less than twenty (20) Valid Incidents and Valid Requests in the calendar month and there are two (2) or more Valid Incidents or Valid Requests in the calendar month that each had an Incident Response Time or a Request Response Time (as applicable) that was not within the applicable Response Time Objective, the Customer will be entitled to a credit equal to 1/30th of the Fees for the Management Services in the applicable calendar month.

General. In any calendar month, the maximum credit to which Customer will be entitled will not exceed the Fees payable for the Management Services in such calendar month. Customer must request a credit within thirty (30) days of the date of its occurrence by contacting the Equinix Service Desk, so Equinix may investigate and isolate the cause of the failure to achieve the Service Level Threshold. Response times must be verified by Equinix. Approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. Notwithstanding anything to the contrary, the SLAs will not apply and Equinix will have no liability if the failure to meet the Service Level Threshold: (a) is caused by circumstances beyond Equinix's reasonable control; (b) is caused by Customer's act or omission; (c) occurs during a scheduled maintenance window; or (d) in relation to either (i) Customer's submission of an incident that was actually a request and should have been submitted by Customer as a request, or (ii) Customer's submission of a request that was actually an incident and should have been submitted by Customer as an incident. Equinix will use reasonable efforts to notify Customer at least fourteen (14) days prior to any regularly scheduled maintenance and as soon as practicable before any emergency maintenance. Equinix will use commercially reasonable efforts to minimize disruption to Customer's Services when performing scheduled maintenance.

5. Miscellaneous

Equinix's customer support for the Services described in this Policy are outlined in the Managed Services – Support Services Policy for Spain – Managed Services available <https://www.equinix.com/resources/product-documents/>. This Policy and the Order, together with the Agreement, represents the complete agreement and understanding of the Parties with respect to the subject matter herein and in the Order, and supersedes any other agreement or understanding, written or oral.