

# EQUINIX ORDER



Account Name : COUNTY OF MONTEREY, CA  
 Account Number : 544177  
 Order Number : 1-167731800018  
 Version # : 1  
 Agreement # : 00063141.0

Currency : USD  
 Order Valid Until : 09-Dec-2018

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| Charges       |                                         | Delivered by: Equinix (US) Enterprises, Inc. |            |
|---------------|-----------------------------------------|----------------------------------------------|------------|
| Product Code  | Product Description                     | Billing Type                                 | MRC        |
| EPS00001      | ECX Fabric - Connectivity Configuration | Fixed-price                                  | \$7,500.00 |
| Section Total |                                         |                                              | \$7,500.00 |
|               |                                         |                                              | \$0.00     |

|                           |            |
|---------------------------|------------|
| <b>Grand Total</b>        |            |
| Monthly recurring charge: | \$0.00     |
| Non-recurring charge:     | \$7,500.00 |

## TERMS AND CONDITIONS

### TERMS AND CONDITIONS

#### 1. INTRODUCTION

This Order is governed by the applicable agreement for the provision of professional services (e.g. Professional Services Agreement, or the like) ("PSA") provided by Equinix to the undersigned Customer and duly executed by the Parties. If the Parties do not have an executed PSA, then this Order will be subject to and governed by the terms of Equinix's standard PSA (version 1, Feb 2018) set forth at: <http://www.equinix.com/proservagreement> ("Online PSA"), which is incorporated herein by reference.

Capitalized words used but not defined in this Order shall have the meaning ascribed to them in the PSA or Online PSA (as applicable) (which together with this Order constitutes the "Agreement").

Customer acknowledges and agrees that it has the opportunity to review and negotiate the terms and conditions of the Agreement prior to entering this Order and each Party recognizes and agrees that the warranty disclaimers, limitations of liability and remedy limitations in the Agreement are materially bargained for by the Parties.

In the event that there is no written PSA between the Parties, Customer's acceptance of this Order shall also be deemed an effective method of acceptance of the terms and conditions of the Online PSA and Customer hereby expressly agrees to, approves and accepts the terms and conditions of the Online PSA, in particular Sections 3.4 (Intellectual Property), 4.2 (Term and Termination), 5 (Warranties and Limitations), 6 (Limitation of Liability), 9 (Force Majeure), 15 (International Security Concerns) and the applicable provisions of Schedule 1 (Country Specific Terms) to the Online PSA.

For the avoidance of doubt, the "Initial Term (Months)", "Renewal Period (Months)" and "Non-renewal notice (Days)" fields above and the "Price Increase Terms" and "Renewal Price Increase Terms" fields below are auto-generated tables and should be disregarded as they do not apply to the Products listed in this Order.

#### 2. DEFINITIONS

Technical terms used but not otherwise defined herein will be defined as commonly understood in the industry.

"Effective Date" as used in this Order shall be the date of the last dated signature below.

"Products" as used in this Order refers to the professional services listed in this Order.

#### 3. PRODUCT TERMS

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Additional terms and conditions applicable to the Products listed above are set forth in the Professional Services Description or Statement of Work ("SOW") which is attached hereto as Exhibit A and incorporated by reference into this Order.



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|                               |                                                                                                        |                                       |                                                                                               |
|-------------------------------|--------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>COUNTY OF MONTEREY, CA</b> |                                                                                                        | <b>Equinix (US) Enterprises, Inc.</b> |                                                                                               |
| <b>Signature:</b>             | <b>Billing Contact Name:</b> Alex Zheng                                                                | <b>Equinix Local Entity Address</b>   | <b>Signature:</b>                                                                             |
|                               | <b>Billing Address:</b><br>1590 Moffett Street<br>DO 1930 0000015835<br>SALINAS CA United States 93905 | Equinix LLC<br><br>United States      | <b>Name:</b> <i>Mya Malloy</i><br><b>Title:</b> <i>SUP GSE</i><br><b>Date:</b> <i>9/14/16</i> |
| <b>Name:</b>                  | <b>Phone Number:</b>                                                                                   |                                       |                                                                                               |
| <b>Title:</b>                 | <b>Email Address:</b> zhenga@co.monterey.ca.us                                                         |                                       |                                                                                               |
| <b>Date:</b>                  |                                                                                                        |                                       |                                                                                               |

This document serves as the summary and signature page for any attached Statement of Work (SOW). Signing this document acknowledges acceptance of the terms, deliverables and costs of the SOW.

**Exhibit A**  
**ECX Fabric - Connectivity Configuration**  
**Professional Services Description**

This Exhibit describes the professional services to be provided by Equinix. This description of professional service is an attachment to the order between Customer and Equinix into which this Exhibit is incorporated.

Equinix Cloud Exchange Fabric (ECX Fabric) is an Ethernet switch fabric which is provided separately by Equinix pursuant to a separate Master Country Agreement (or other similar agreement) and ECX Fabric Order between Customer and Equinix. The ECX Fabric service enables private virtual connections for direct cloud access with automated provisioning. ECX Fabric services are provided separately from the professional services provided by Equinix pursuant to this Exhibit.

Equinix will provide "ECX Fabric - Connectivity Configuration" professional services in order to assist Customer to complete the technical set-up and configuration of its ECX Fabric service, as more fully described below.

**Customer Prerequisites:**

- Customer is responsible for completing the ECX Fabric Readiness Checklist to the best of their understanding prior to the network planning session.
- Customer is responsible for providing edge network topology prior to the network planning session
- Customer is responsible for procuring an ECX Fabric port and completing a successful turn-up call with Equinix NOC (coordinated by their CSM)
- Customer has an enterprise grade layer 3 switch, router or firewall that supports Border Gateway Protocol version 4 (BGP). This includes any required licenses or feature sets needed to activate BGP upon the client's supplied device.
- Customer to provide remote access to Equinix for validation of BGP settings and the router equipment (including access methodology and any required device passwords)
- Customer is responsible for procuring relevant Cloud Service Provider subscriptions

**Equinix Tasks:**

ECX Fabric - Connectivity Configuration - Equinix will perform the following ECX Fabric enablement tasks for delivering a working ECX Fabric connection for a customer, either from a customer cage or from the customer's cage-connected office to one desired CSP:

**1. Pre-Configuration Activities:**

- **Network planning session (remote)**
  - Review overall cloud strategy
  - ECX Fabric network design—review current and future architecture
  - Review desired BGP deployment end state and best practices for target CSP
  - Review and help complete ECX Fabric Readiness Checklist
  - Identify risks and deployment requirements, and create a custom ECX Fabric configuration next steps plan
- **2. Configuration Activities:**
  - Confirm completion of all prerequisites
  - Validate requested updates to the ECX Fabric Connectivity Configuration checklist from network planning session
  - Configure BGP peering(s) between approved customer edge device and CSP, public and private
  - Proper filter configuration of CSP services (for public peering)
  - Configure VLAN connections between your approved edge device and ECX Fabric
  - Configure ECX Fabric virtual circuit connectivity between your edge, via ECX Fabric, and a single CSP gateway
  - Conduct connectivity testing using a customer-provided device VM or server, and a purpose-built cloud VM
  - Post-deployment quality assurance call

**3. Deliverables:**

- Configured connectivity between customer's edge to a single CSP, over ECX Fabric
- Logical customer edge to CSP edge network diagram with current state configuration
- Post implementation documentation

**4. Post-deployment quality assurance call**

## Equinix Testing Criteria

### **Conduct testing of peering (private and public)**

- Using a customer-provided device VM or server (IBX or connected on-premises) and a purpose-built cloud VM, Equinix will conduct testing of peering metrics, such as RDP, PING and Traceroute, and a file transfer to a publicly accessible service, such as Azure File Storage, AWS S3 and Google Drive.
- Equinix will conduct route table examination on both the customer's layer 3 edge device and the CSP portal to verify expected routes, via the eBGP protocol.

The ECX Fabric - Connectivity Configuration services outlined in this document are specific for Microsoft Azure or Amazon Web Services (AWS).

Additional professional services tasks beyond those described above will be provided at Equinix' then-current hourly rates, based on additional time and materials investment, which should be submitted through a change order request.