

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2024

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-40205



**EQUINIX, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State of incorporation)

**77-0487526**  
(I.R.S. Employer Identification No.)

**One Lagoon Drive, Redwood City, California 94065**  
(Address of principal executive offices, including ZIP code)

**(650) 598-6000**  
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Common Stock, \$0.001	EQIX	The Nasdaq Stock Market LLC
0.250% Senior Notes due 2027		The Nasdaq Stock Market LLC
1.000% Senior Notes due 2033		The Nasdaq Stock Market LLC
3.650% Senior Notes due 2033		The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The number of shares outstanding of the registrant's Common Stock as of October 29, 2024 was 96,488,187.

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EQUINIX, INC.

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## Summary of Risk Factors

Our business is subject to numerous risks and uncertainties that make an investment in our securities speculative or risky, any one of which could materially adversely affect our results of operations, financial condition or business. These risks include, but are not limited to, those listed below. This list is not complete, and should be read together with the section titled "Risk Factors" in this Quarterly Report on Form 10-Q, as well as the other information in this Quarterly Report on Form 10-Q and the other filings that we make with the U.S. Securities and Exchange Commission (the "SEC").

### Risks Related to the Macro Environment

- Inflation in the global economy, increased interest rates, political dissension and adverse global economic conditions, like the ones we are currently experiencing, could negatively affect our business and financial condition.
- Our business could be harmed by increased costs to procure power, prolonged power outages, shortages or capacity constraints as well as insufficient access to power.
- The ongoing military conflicts between Russia and Ukraine and in the Middle East could negatively affect our business and financial condition.

### Risks Related to our Operations

- We experienced a cybersecurity incident in the past and may be vulnerable to future security breaches, which could disrupt our operations and have a material adverse effect on our business, results of operation and financial condition.
- Any failure of our physical infrastructure or negative impact on our ability to meet our obligations to our customers, or damage to customer infrastructure within our IBX data centers, could lead to significant costs and disruptions that could reduce our revenue and harm our business reputation and financial condition.
- We are currently making significant investments in our back-office information technology systems and processes. Difficulties from or disruptions to these efforts may interrupt our normal operations and adversely affect our business and results of operations.
- The level of insurance coverage that we purchase may prove to be inadequate.
- If we are unable to successfully implement our current leadership transition, or if we are unable to recruit or retain key qualified personnel, our business could be harmed.
- The failure to obtain favorable terms when we renew our IBX data center leases, or the failure to renew such leases, could harm our business and results of operations.
- We depend on a number of third parties to provide internet connectivity to our IBX data centers; if connectivity is interrupted or terminated, our results of operations and cash flow could be materially and adversely affected.
- The use of high-power density equipment may limit our ability to fully utilize the space in our older IBX data centers.
- The development and use of artificial intelligence in the workplace presents risks and challenges that may adversely impact our business and operating results.
- We have been, and in the future may be, subject to securities class action and other litigation, which may harm our business and results of operations.

### Risks Related to our Offerings and Customers

- Our offerings have a long sales cycle that may harm our revenue and results of operations.
- We may not be able to compete successfully against current and future competitors.
- If we cannot continue to develop, acquire, market and provide new offerings or enhancements to existing offerings that meet customer requirements and differentiate us from our competitors, our results of operations could suffer.
- We have government customers, which subjects us to risks including early termination, audits, investigations, sanctions and penalties.
- Because we depend on the development and growth of a balanced customer base, including key magnet customers, failure to attract, grow and retain this base of customers could harm our business and results of operations.

### Risks Related to our Financial Results

- The market price of our stock may continue to be highly volatile, and the value of an investment in our common stock may decline.

- Our results of operations may fluctuate.
- We may incur goodwill and other intangible asset impairment charges, or impairment charges to our property, plant and equipment, which could result in a significant reduction to our earnings.
- We have incurred substantial losses in the past and may incur additional losses in the future.

Risks Related to Our Expansion Plans

- Our construction of new IBX data centers, IBX data center expansions or IBX data center redevelopment could involve significant risks to our business.
- Acquisitions present many risks, and we may not realize the financial or strategic goals that were contemplated at the time of any transaction.
- The anticipated benefits of our joint ventures may not be fully realized, or take longer to realize than expected.
- Joint venture investments could expose us to risks and liabilities in connection with the formation of the new joint ventures, the operation of such joint ventures without sole decision-making authority, and our reliance on joint venture partners who may have economic and business interests that are inconsistent with our business interests.
- If we cannot effectively manage our international operations and successfully implement our international expansion plans, our business and results of operations would be adversely impacted.
- We continue to invest in our expansion efforts, but may not have sufficient customer demand in the future to realize expected returns on these investments.

Risks Related to Our Capital Needs and Capital Strategy

- Our substantial debt could adversely affect our cash flows and limit our flexibility to raise additional capital.
- Sales or issuances of shares of our common stock may adversely affect the market price of our common stock.
- If we are not able to generate sufficient operating cash flows or obtain external financing, our ability to fund incremental expansion plans may be limited.
- Our derivative transactions expose us to counterparty credit risk.

Risks Related to Environmental Laws and Climate Change Impact

- Environmental regulations may impose upon us new or unexpected costs.
- Our business may be adversely affected by physical risks related to climate change and our response to it.
- We may fail to achieve our Environmental, Social and Governance ("ESG") and sustainability goals, or may encounter objections to them, either of which may adversely affect public perception of our business and affect our relationship with our customers, our stockholders and/or other stakeholders.

Risks Related to Certain Regulations and Laws, Including Tax Laws

- Geopolitical events contribute to an already complex and evolving regulatory landscape. If we cannot comply with the evolving laws and regulations in the countries in which we operate, we may be subject to litigation and/or sanctions, adverse revenue impacts, increased costs and our business and results of operations could be negatively impacted.
- Government regulation related to our business or failure to comply with laws and regulations may adversely affect our business.
- Changes in U.S. or foreign tax laws, regulations, or interpretations thereof, including changes to tax rates, may adversely affect our financial statements and cash taxes.
- Our business could be adversely affected if we are unable to maintain our complex global legal entity structure.

Risks Related to Our REIT Status in the U.S.

- We have a number of risks related to our qualification as a real estate investment trust for federal income tax purposes ("REIT"), including the risk that we may not be able to maintain our qualification for taxation as a REIT which could expose us to substantial corporate income tax and have a materially adverse effect on our business, financial condition, and results of operations.

## PART I - FINANCIAL INFORMATION

### Item 1. Condensed Consolidated Financial Statements

**EQUINIX, INC.**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(in millions, except share and per share data)

	September 30, 2024	December 31, 2023
	(Unaudited)	
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 2,776	\$ 2,096
Short-term investments	451	—
Accounts receivable, net of allowance of \$ 32 and \$ 17	1,123	1,004
Other current assets	705	468
Total current assets	5,055	3,568
Property, plant and equipment, net	19,665	18,601
Operating lease right-of-use assets	1,487	1,449
Goodwill	5,768	5,737
Intangible assets, net	1,544	1,705
Other assets	1,919	1,591
Total assets	<u>\$ 35,438</u>	<u>\$ 32,651</u>
<b>Liabilities, Redeemable Non-Controlling Interest and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 1,125	\$ 1,187
Accrued property, plant and equipment	394	398
Current portion of operating lease liabilities	149	131
Current portion of finance lease liabilities	202	138
Current portion of mortgage and loans payable	5	8
Current portion of senior notes	2,198	998
Other current liabilities	297	302
Total current liabilities	4,370	3,162
Operating lease liabilities, less current portion	1,366	1,331
Finance lease liabilities, less current portion	2,193	2,123
Mortgage and loans payable, less current portion	688	663
Senior notes, less current portion	12,387	12,062
Other liabilities	822	796
Total liabilities	21,826	20,137
Commitments and contingencies (Note 10)		
Redeemable non-controlling interest	25	25
Common stockholders' equity (shares in thousands):		
Common stock, \$0.001 par value per share: 300,000 shares authorized; 96,594 issued and 96,488 outstanding in 2024 and 94,630 issued and 94,479 outstanding in 2023		
	—	—
Additional paid-in capital	20,069	18,596
Treasury stock, at cost; 106 shares in 2024 and 151 shares in 2023	(40)	(56)
Accumulated dividends	(9,921)	(8,695)
Accumulated other comprehensive loss	(1,283)	(1,290)
Retained earnings	4,763	3,934
Total common stockholders' equity	13,588	12,489
Non-controlling interests	(1)	—
Total stockholders' equity	13,587	12,489
Total liabilities, redeemable non-controlling interest and stockholders' equity	<u>\$ 35,438</u>	<u>\$ 32,651</u>

See accompanying notes to condensed consolidated financial statements.

**EQUINIX, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in millions, except share and per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
	(Unaudited)			
Revenues	\$ 2,201	\$ 2,061	\$ 6,487	\$ 6,078
Costs and operating expenses:				
Cost of revenues	1,098	1,069	3,271	3,136
Sales and marketing	237	212	682	638
General and administrative	434	404	1,315	1,205
Transaction costs	7	(1)	12	7
Gain on asset sales	—	(4)	(18)	(5)
Total costs and operating expenses	1,776	1,680	5,262	4,981
Income from operations	425	381	1,225	1,097
Interest income	35	23	88	66
Interest expense	(117)	(102)	(331)	(299)
Other income (expense)	7	(6)	(6)	(10)
Loss on debt extinguishment	—	—	(1)	—
Income before income taxes	350	296	975	854
Income tax expense	(54)	(20)	(147)	(112)
Net income	296	276	828	742
Net loss attributable to non-controlling interests	1	—	1	—
Net income attributable to common stockholders	\$ 297	\$ 276	\$ 829	\$ 742
Earnings per share ("EPS") attributable to common stockholders:				
Basic EPS	\$ 3.11	\$ 2.94	\$ 8.73	\$ 7.94
Weighted-average shares for basic EPS (in thousands)	95,394	93,683	94,992	93,396
Diluted EPS	\$ 3.10	\$ 2.93	\$ 8.69	\$ 7.91
Weighted-average shares for diluted EPS (in thousands)	95,731	94,168	95,350	93,788

See accompanying notes to condensed consolidated financial statements.

**EQUINIX, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(in millions)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net income	\$ 296	\$ 276	\$ 828	\$ 742
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustment ("CTA") gain (loss), net of tax effects of \$ 0, \$0, \$0 and \$0	421	(413)	(15)	(230)
Net investment hedge CTA gain (loss), net of tax effects of \$ 0, \$0, \$0 and \$0	(138)	149	16	85
Unrealized gain (loss) on cash flow hedges, net of tax effects of \$ 12, \$(9), \$5 and \$(4)	(25)	26	6	8
Total other comprehensive income (loss), net of tax	258	(238)	7	(137)
Comprehensive income, net of tax	554	38	835	605
Net loss attributable to non-controlling interests	1	—	1	—
Comprehensive income attributable to common stockholders	<u>\$ 555</u>	<u>\$ 38</u>	<u>\$ 836</u>	<u>\$ 605</u>

See accompanying notes to condensed consolidated financial statements.

**EQUINIX, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in millions)

	Nine Months Ended September 30,	
	2024	2023
	(Unaudited)	
Cash flows from operating activities:		
Net income	\$ 828	\$ 742
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,356	1,226
Stock-based compensation	348	301
Amortization of intangible assets	155	156
Amortization of debt issuance costs and debt discounts	15	15
Provision for credit loss allowance	28	15
Gain on asset sales	(18)	(5)
Loss on debt extinguishment	1	—
Other items	24	28
Changes in operating assets and liabilities:		
Accounts receivable	(153)	(200)
Income taxes, net	(14)	(7)
Other assets	(204)	(128)
Operating lease right-of-use assets	117	117
Operating lease liabilities	(102)	(100)
Accounts payable and accrued expenses	(98)	85
Other liabilities	(15)	(27)
Net cash provided by operating activities	<u>2,268</u>	<u>2,218</u>
Cash flows from investing activities:		
Purchases of investments	(65)	(82)
Purchase of short-term investments	(450)	—
Real estate acquisitions	(287)	(153)
Purchases of other property, plant and equipment	(2,079)	(1,785)
Proceeds from sale of assets, net of cash transferred	247	77
Investment in loan receivable	(196)	—
Loan receivable upfront fee	4	—
Net cash used in investing activities	<u>(2,826)</u>	<u>(1,943)</u>
Cash flows from financing activities:		
Proceeds from employee equity programs	92	87
Payment of dividends	(1,230)	(972)
Proceeds from public offering of common stock, net of issuance costs	976	301
Proceeds from senior notes, net of debt discounts	1,524	902
Repayment of finance lease liabilities	(101)	(98)
Contribution from non-controlling interest	4	25
Repayment of mortgage and loans payable	(6)	(5)
Debt issuance costs	(14)	(7)
Net cash provided by financing activities	<u>1,245</u>	<u>233</u>
Effect of foreign currency exchange rates on cash, cash equivalents and restricted cash	(7)	(58)
Net increase in cash, cash equivalents and restricted cash	680	450
Cash, cash equivalents and restricted cash at beginning of period	2,096	1,908
Cash, cash equivalents and restricted cash at end of period	<u>\$ 2,776</u>	<u>\$ 2,358</u>
Cash and cash equivalents	\$ 2,776	\$ 2,357
Current portion of restricted cash included in other current assets	—	1
Total cash, cash equivalents, and restricted cash shown in the condensed consolidated statement of cash flows	<u>\$ 2,776</u>	<u>\$ 2,358</u>

See accompanying notes to condensed consolidated financial statements.

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(Unaudited)**

**1. Basis of Presentation and Significant Accounting Policies**

***Basis of Presentation and Consolidation***

The accompanying unaudited condensed consolidated financial statements have been prepared by Equinix, Inc. (collectively with its consolidated subsidiaries referred to as "Equinix," the "Company," "we," "our," or "us") and reflect all adjustments, consisting only of normal recurring adjustments, which in the opinion of management are necessary to fairly state the financial position and the results of operations for the interim periods presented.

Our condensed consolidated balance sheet data as of December 31, 2023 has been derived from audited consolidated financial statements as of that date. Our condensed consolidated financial statements have been prepared in accordance with the regulations of the Securities and Exchange Commission ("SEC"), but omit certain information and footnote disclosure necessary to present the statements in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP" or "GAAP"). For further information, refer to the Consolidated Financial Statements and Notes thereto included in our Form 10-K as filed with the SEC on February 16, 2024. Results for the interim periods are not necessarily indicative of results for the entire fiscal year.

All intercompany accounts and transactions have been eliminated in consolidation.

***Income Taxes***

We elected to be taxed as a real estate investment trust for U.S. federal income tax purposes ("REIT") beginning with our 2015 taxable year. As a result, we may deduct the dividends paid to our stockholders from taxable income generated by our REIT and qualified REIT subsidiaries ("QRSs"). Our dividends paid deduction generally eliminates the U.S. federal taxable income of our REIT and QRSs, resulting in no U.S. federal income tax due. However, our domestic taxable REIT subsidiaries ("TRSs") are subject to U.S. corporate income taxes on any taxable income generated by them. In addition, our foreign operations are subject to local income taxes regardless of whether the foreign operations are operated as QRSs or TRSs.

We accrue for income taxes during interim periods based on the estimated effective tax rate for the year. The effective tax rate is subject to change in the future due to various factors such as our operating performance, tax law changes and future business acquisitions.

Our effective tax rates were 15.1% and 13.2% for the nine months ended September 30, 2024 and 2023, respectively.

***Changes to Prior Period***

We converted the presentation of disclosures from thousands to millions in the first quarter of 2024. Certain rounding adjustments have been made to prior period disclosed amounts.

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
**(Unaudited)**

**Recent Accounting Pronouncements*****Accounting Standards Not Yet Adopted***

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, Segment Reporting ("Topic 280"): Improvements to Reportable Segment Disclosure. The ASU is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The ASU is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted and retrospective adoption required. We are currently evaluating the extent of the impact of this ASU on disclosures in our condensed consolidated financial statements.

In December 2023, FASB issued ASU 2023-09, Income Taxes ("Topic 740"): Improvements to Income Tax Disclosures. This ASU is intended to enhance the transparency and decision usefulness of income tax disclosures by requiring (1) consistent categories and greater disaggregation of information in the rate reconciliation and (2) income taxes paid disaggregated by jurisdiction. The ASU is effective for fiscal years beginning after December 15, 2024 and should be applied prospectively, with retrospective application and early adoption both permitted. We are currently evaluating the extent of the impact of this ASU on disclosures in our condensed consolidated financial statements.

***Accounting Standards Adopted******Supplier Finance Programs***

In September 2022, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2022-04, "Liabilities-Supplier Finance Programs (Subtopic 405-50): Disclosure of Supplier Finance Program Obligations". This guidance requires annual and interim disclosures for entities that use supplier finance programs in connection with the purchase of goods and services. The ASU is effective for fiscal years beginning after December 15, 2022, with early adoption permitted, except for the amendment on roll forward information, which is effective for fiscal years beginning after December 15, 2023. On January 1, 2023, we adopted this ASU and the adoption of this standard did not have an impact on our condensed consolidated financial statements.

***Reference Rate Reform***

In March 2020, FASB issued ASU 2020-04, Reference Rate Reform ("Topic 848"): Facilitation of the Effects of Reference Rate Reform on Financial Reporting. In addition, FASB issued ASU 2021-01, Reference Rate Reform ("Topic 848"), which clarifies the scope of Topic 848. Collectively, the guidance provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. ASU 2021-01 is effective upon issuance and ASU 2020-04 was effective for all entities as of March 12, 2020, and together remained effective through December 31, 2022. In December 2022, FASB issued ASU 2022-06, Reference Rate Reform ("Topic 848"): Deferral of the Sunset Date of Topic 848. Because the current relief in Topic 848 may not cover a period of time during which a significant number of modifications may take place, the amendments in this update defer the sunset date of Topic 848 from December 31, 2022 to December 31, 2024, after which entities will no longer be permitted to apply the relief in Topic 848. We adopted these ASUs upon their respective issuances and resulted in no impact on our consolidated financial statements. We will evaluate our debt, derivative and lease contracts that may become eligible for modification relief and may apply the elections prospectively as needed.

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
**(Unaudited)**

**2. Revenue****Contract Balances**

The following table summarizes the opening and closing balances of our accounts receivable, net; contract assets, current; contract assets, non-current; deferred revenue, current; and deferred revenue, non-current (in millions):

	Accounts receivable, net <sup>(1)</sup>	Contract assets, current	Contract assets, non-current	Deferred revenue, current	Deferred revenue, non-current
Beginning balances as of January 1, 2024	\$ 1,004	\$ 52	\$ 86	\$ 125	\$ 154
Closing balances as of September 30, 2024	1,123	90	101	128	145
Increase (Decrease)	\$ 119	\$ 38	\$ 15	\$ 3	\$ (9)

<sup>(1)</sup> Increase is net of a \$15 million increase in our allowance for credit losses, driven by incremental reserves and partially offset by recoveries and write-downs of amounts previously reserved.

The difference between the opening and closing balances of our accounts receivable, net, contract assets and deferred revenues primarily results from revenue growth and the timing difference between the satisfaction of our performance obligation and the customer's payment. The amount of revenue recognized during the nine months ended September 30, 2024 from the opening deferred revenue balance as of January 1, 2024 was \$73 million.

**Remaining performance obligations**

As of September 30, 2024, approximately \$11.1 billion of total revenues, including deferred installation revenues, are expected to be recognized in future periods. Most of our revenue contracts have an initial term varying from one to five years, and thereafter, automatically renew in one-year increments. Included in the remaining performance obligations are contracts that are either under the initial term or under one-year renewal periods. We expect to recognize approximately 70% of our remaining performance obligations as revenues over the next two years, with more revenues expected to be recognized in the first year due to the impact of contract renewals. The remainder of the balance is generally expected to be recognized over the next three to five years. We estimate our remaining performance obligations at a point in time. Actual amounts and timing of revenue recognition may differ from these estimates due to changes in actual deployments dates, contract modifications, renewals and/or terminations.

The remaining performance obligations do not include variable consideration related to unsatisfied performance obligations such as the usage of metered power, service fees from xScale™ data centers that are based on future events or actual costs incurred in the future, or any contracts that could be terminated without any significant penalties including the majority of interconnection revenues. The remaining performance obligations above include revenues to be recognized in the future related to arrangements where we are considered the lessor.

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
**(Unaudited)**

### 3. Earnings Per Share

The following table sets forth the computation of basic and diluted earnings per share ("EPS") for the periods presented (\$ in millions except per share data; share data in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net income	\$ 296	\$ 276	\$ 828	\$ 742
Net loss attributable to non-controlling interests	1	—	1	—
Net income attributable to common stockholders	<u>\$ 297</u>	<u>\$ 276</u>	<u>\$ 829</u>	<u>\$ 742</u>
Weighted-average shares used to calculate basic EPS	95,394	93,683	94,992	93,396
Effect of dilutive securities:				
Employee equity awards	337	485	358	392
Weighted-average shares used to calculate diluted EPS	<u>95,731</u>	<u>94,168</u>	<u>95,350</u>	<u>93,788</u>
EPS attributable to common stockholders:				
Basic EPS	<u>\$ 3.11</u>	<u>\$ 2.94</u>	<u>\$ 8.73</u>	<u>\$ 7.94</u>
Diluted EPS	<u>\$ 3.10</u>	<u>\$ 2.93</u>	<u>\$ 8.69</u>	<u>\$ 7.91</u>

We have excluded common stock related to employee equity awards in the diluted EPS calculation above of approximately 216 and 25 shares for the three months ended September 30, 2024 and 2023, respectively, and approximately 473 and 79 shares for the nine months ended September 30, 2024 and 2023, respectively, because their effect would be anti-dilutive (in thousands).

### 4. Acquisitions

#### *Pending Acquisition*

On July 20, 2024, we entered into an agreement to acquire three data centers in the Philippines from Total Information Management ("TIM"), a leading technology solutions provider in the market, for a stated purchase price of \$180 million subject to certain adjustments. The acquisition is expected to close in the first quarter of 2025, subject to customary closing conditions.

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
**(Unaudited)**

**5. Equity Method Investments**

We hold various equity method investments, primarily interests in joint venture partnership arrangements, in order to invest in certain entities that are in line with our business development objectives, including the development and operation of xScale data centers. Some of these xScale joint ventures are classified as Variable Interest Entities ("VIEs"). The following table summarizes our equity method investments, which were included in other assets on the condensed consolidated balance sheets (in millions):

Investee	Ownership Percentage	September 30, 2024	December 31, 2023
EMEA 1 Joint Venture	20%	\$ 148	\$ 150
VIE Joint Ventures <sup>(1)</sup>	20%	387	308
Other	Various	11	10
Total		<u>\$ 546</u>	<u>\$ 468</u>

<sup>(1)</sup> Includes investments in the following xScale joint ventures in each of our three regions: "Asia-Pacific 1 Joint Venture", "Asia-Pacific 2 Joint Venture", "Asia-Pacific 3 Joint Venture", "EMEA 2 Joint Venture", "AMER 1 Joint Venture" and "AMER 2 Joint Venture" (defined below). These investments share a similar purpose, design and nature of assets.

**Non-VIE Joint Venture**

*EMEA 1 Joint Venture*

The EMEA 1 Joint Venture is not a VIE given that both equity investors' interests have the characteristics of a controlling financial interest and it is sufficiently capitalized to sustain its operations, requiring additional funding from its partners only when expanding operations. Our share of income and losses of equity method investments from this joint venture was insignificant for the three and nine months ended September 30, 2024 and 2023 and was included in other income (expense) on the condensed consolidated statement of operations.

We committed to make future equity contributions to the EMEA 1 Joint Venture for funding its future development. As of September 30, 2024, we had future equity contribution commitments of \$34 million.

**VIE Joint Ventures**

*AMER 1 Joint Venture*

In March 2023, we invested in the AMER 1 Joint Venture. Upon formation of the joint venture, we sold the assets and liabilities of the Mexico 3 ("MX3") data center, which were included within our Americas region, for total consideration of \$75 million. Consideration included \$64 million of net cash proceeds, a 20% partnership interest in the AMER 1 Joint Venture with a fair value of \$8 million, and \$3 million of receivables. We recognized an insignificant loss on the sale of the MX3 data center.

*AMER 2 Joint Venture*

On April 10, 2024, we invested in a joint venture to develop and operate an xScale data center in the Americas region (the "AMER 2 Joint Venture"). At closing, we sold the assets and liabilities of the Silicon Valley 12 ("SV12") data center site, which were included within our Americas region, for total consideration of \$293 million, which was comprised of \$246 million of net cash proceeds, a 20% partnership interest in the AMER 2 Joint Venture with a fair value of \$26 million, and \$21 million of receivables. We recognized a gain of \$18 million on the sale of the SV12 data center.

The VIE Joint Ventures are considered VIEs because they do not have sufficient funds from operations to be self-sustaining. While we provide certain management services to their operations and earn fees for the performance of such services, the power to direct the activities of these joint ventures that most significantly impact economic performance is shared equally between us and our partners. These activities include data center construction and operations, sales and marketing, financing, and real estate purchases or sales. Decisions about

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these activities require the consent of both Equinix and our partners. We concluded that neither party is deemed to have predominant control over the VIE Joint Ventures and neither party is considered to be the primary beneficiary. Our share of losses of equity method investments from these joint ventures were \$14 million and \$8 million for the nine months ended September 30, 2024 and 2023, respectively. Our share of losses of equity method investments from these joint ventures were insignificant for the three months ended September 30, 2024 and 2023. These amounts were included in other income (expense) on the condensed consolidated statement of operations.

The following table summarizes our maximum exposure to loss related to the VIE Joint Ventures as of September 30, 2024 (in millions):

	<b>VIE Joint Ventures</b>
Equity Investment	\$ 387
Outstanding Accounts Receivable	78
Other Receivables	40
Contract Assets	103
Loan Commitment <sup>(1)</sup>	392
Future Equity Contribution Commitments <sup>(2)</sup>	64
Maximum Future Payments under Debt Guarantees <sup>(3)</sup>	263
<b>Total</b>	<b>\$ 1,327</b>

<sup>(1)</sup> Concurrent with the closing of the AMER 2 Joint Venture, we entered into a loan agreement with the AMER 2 Joint Venture, as a lender, further discussed below.

<sup>(2)</sup> The joint ventures' partners are required to make additional equity contributions proportionately upon certain occurrences, such as a shortfall in capital necessary to complete construction or to make interest payments on their outstanding debt.

<sup>(3)</sup> In connection with our 20% equity investment in the EMEA 2 Joint Venture, we provided the lenders with our guarantees covering 20% of all payments of principal and interest due under EMEA 2 Joint Venture's credit facility agreements. A portion of the guarantees relates to our AMER 1 Joint Venture (see Note 10).

#### **Joint Venture Related Party Transactions**

Concurrent with the closing of the AMER 2 Joint Venture, we entered into a loan agreement (the "AMER 2 Loan") with the AMER 2 Joint Venture, as a lender, with a maximum commitment of \$392 million and a maturity date of April 10, 2028. We received an upfront fee of \$ 4 million in connection with the origination of the loan, and earn interest at a contractual rate of 10% per annum on the drawn portion plus an unused commitment fee of 0.75% per annum on the undrawn portion, each payable quarterly. The term of the loan may be extended at the option of the borrower for one additional year subject to an extension fee, and may be prepaid subject to a prepayment penalty if prepaid in the first 18 months. The AMER 2 Loan is secured by the assets of the AMER 2 Joint Venture, including the SV12 data center site. The equity partners of the AMER 2 Joint Venture have provided limited guarantees in connection with the AMER 2 Loan, which require payments to the lender proportionately upon certain occurrences, such as a shortfall in capital necessary to complete construction or to make interest payments. Additionally, the equity partners may be liable for repayment of up to the entire debt balance upon the occurrence of certain adverse acts such as a non-permitted transfer of the SV12 data center site. The AMER 2 Loan was negotiated at arm's length. We have assessed the credit risk associated with the AMER 2 Loan to be low and the allowance for credit loss as of September 30, 2024 is insignificant. The maximum amount of credit loss we are exposed to is the outstanding principal, plus accrued interest and unused commitment fees. As of September 30, 2024, the total amount outstanding under the AMER 2 Loan, net of the unamortized upfront fee, was \$193 million. Additional amounts may be drawn down by the borrower periodically as needed for the continuation of development and other working capital needs.

We have lease arrangements and provide various services to the EMEA 1 Joint Venture and the VIE Joint Ventures (collectively, the "Joint Ventures") through multiple agreements, including sales and marketing, development management, facilities management, asset management and procurement. These transactions are generally considered to have been negotiated at arm's length.

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The following table presents the income and expenses from these arrangements with the Joint Ventures in our condensed consolidated statements of operations (in millions):

Related Party	Nature of Transaction	Three Months Ended September 30,		Nine Months Ended September 30,	
		2024	2023	2024	2023
EMEA 1 Joint Venture	Income	\$ 7	\$ 9	\$ 19	\$ 23
EMEA 1 Joint Venture	Expenses <sup>(1)</sup>	4	5	11	13
VIE Joint Ventures <sup>(2)</sup>	Income <sup>(3)</sup>	73	13	172	52

<sup>(1)</sup> Primarily consists of rent expenses for a sub-lease agreement with the EMEA 1 Joint Venture for a London data center with a remaining lease term of 5-years as of September 30, 2024.

<sup>(2)</sup> Expenses from transactions with VIE Joint Ventures were insignificant for the three and nine months ended September 30, 2024 and 2023.

<sup>(3)</sup> Primarily consists of revenues related to lease and services arrangements as described above and also includes interest income earned on the AMER 2 Loan during the three and nine months ended September 30, 2024 of \$6 million and \$11 million, respectively.

We have also sold certain data center facilities to our Joint Ventures and recognized gains or losses on asset sales as described above.

The following table presents the assets and liabilities from related party transactions with the Joint Ventures in our condensed consolidated balance sheets (in millions):

Balance Sheet	EMEA 1 Joint Venture		VIE Joint Ventures	
	September 30, 2024	December 31, 2023	September 30, 2024	December 31, 2023
Accounts receivable, net	\$ 14	\$ 19	\$ 78	\$ 23
Other current assets <sup>(1)</sup>	17	19	116	43
Property, plant and equipment, net <sup>(2)</sup>	156	97	84	72
Operating lease right-of-use assets	2	2	3	2
Other assets <sup>(3)</sup>	—	—	225	21
Other current liabilities	5	9	10	6
Finance lease liabilities	175	111	88	75
Operating lease liabilities	2	2	3	2
Other liabilities <sup>(4)</sup>	51	50	—	—

<sup>(1)</sup> The balance primarily relates to contract assets and other receivables.

<sup>(2)</sup> The balance relates to finance lease right-of-use assets.

<sup>(3)</sup> As of September 30, 2024, the balance primarily relates to the AMER 2 Loan receivable. As of December 31, 2023, the balance primarily relates to contract assets and other receivables.

<sup>(4)</sup> The balance primarily relates to the obligation to pay for future construction for certain sites sold as a part of the EMEA 1 Joint Venture transaction.

## 6. Derivatives and Hedging Instruments

### *Derivatives and Nonderivatives Designated as Hedging Instruments*

#### *Net Investment Hedges*

**Foreign Currency Debt:** We are exposed to the impact of foreign exchange rate fluctuations on the value of investments in our foreign subsidiaries whose functional currencies are other than the U.S. Dollar. In order to mitigate the impact of foreign currency exchange rates, we have entered into various foreign currency debt obligations, which are designated as hedges against our net investments in foreign subsidiaries. As of

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September 30, 2024 and December 31, 2023, the total principal amounts of foreign currency debt obligations designated as net investment hedges were \$1.1 billion and \$1.5 billion, respectively.

Foreign Currency Forward Contracts: We use foreign currency forward contracts, designated as net investment hedges, to hedge against the effect of foreign exchange rate fluctuations on our net investment in our foreign subsidiaries. We use the spot method to assess hedge effectiveness and recognize fair value changes from spot rates in other comprehensive income. We exclude forward points from the assessment of hedge effectiveness and amortize the initial value of the excluded component through interest expense. The difference between fair value changes from the excluded component and the amount amortized is recognized in other comprehensive income.

Embedded Derivatives: Certain of our customer agreements that are priced in currencies different from the functional or local currencies of the parties involved are deemed to have foreign currency forward contracts embedded in them. These embedded derivatives are separated from their host contracts and carried on our balance sheet at their fair value. The majority of these embedded derivatives arise as a result of our foreign subsidiaries pricing their customer contracts in U.S. Dollars. We use these forward contracts embedded within our customer agreements to hedge against the effect of foreign exchange rate fluctuations on our net investment in our foreign subsidiaries. As of both September 30, 2024 and December 31, 2023, the total remaining contract value of such customer agreements outstanding under this hedging program was \$223 million.

Cross-currency Interest Rate Swaps: We also use cross-currency interest rate swaps, designated as net investment hedges, which effectively convert a portion of our U.S. dollar-denominated fixed-rate debt to foreign currency-denominated fixed-rate debt, to hedge the currency exposure associated with our net investment in our foreign subsidiaries. We use the spot method to assess hedge effectiveness and recognize fair value changes from spot rates in other comprehensive income. We exclude time value and cross currency basis spread from the assessment of hedge effectiveness and recognize the excluded component in interest expense through the swap accrual process. The difference between fair value changes of the excluded component and the amount amortized is recognized in other comprehensive income.

#### *Cash Flow Hedges*

Foreign Currency Forward Contracts: We hedge our foreign currency transaction exposure for forecasted revenues and expenses in our EMEA region between the U.S. Dollar and foreign currencies, primarily the British Pound and the Euro. The foreign currency forward contracts that we use to hedge this exposure are designated as cash flow hedges. We also enter into intercompany hedging instruments ("intercompany derivatives") with our wholly-owned subsidiaries in order to hedge certain forecasted revenues and expenses denominated in currencies other than the U.S. Dollar. Simultaneously, we enter into derivative contracts with unrelated third parties to externally hedge the net exposure created by such intercompany derivatives. We do not exclude any components from the assessment of hedge effectiveness and the change in fair value of these derivatives is recognized in other comprehensive income until the hedged transaction occurs.

As of September 30, 2024, our foreign currency forward contracts had maturity dates ranging from October 2024 to December 2026 and we had a net loss of \$19 million recorded within accumulated other comprehensive income (loss) to be reclassified to revenues and expenses for cash flow hedges that will mature in the next 12 months. As of December 31, 2023, our foreign currency cash flow hedge instruments had maturity dates ranging from January 2024 to December 2025 and we had a net loss of \$7 million recorded within accumulated other comprehensive income (loss) to be reclassified to revenues and expenses for cash flow hedges that will mature in the next 12 months.

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*Cross-currency Interest Rate Swaps:* We use cross-currency swaps, which are designated as cash flow hedges, to manage the foreign currency exposure associated with a portion of our foreign currency-denominated variable-rate debt and our U.S. dollar-denominated fixed-rate debt issued by our foreign subsidiaries. As of September 30, 2024, our cross-currency interest rate swaps had maturity dates ranging from March 2026 to June 2034. We had a net gain of \$10 million recorded within accumulated other comprehensive income (loss) to be reclassified to interest expense in the next 12 months for cash flow hedges. We use the spot method to assess hedge effectiveness. Fair value changes from spot rates are recognized in other comprehensive income initially and immediately reclassified to earnings to offset the gain or loss from remeasuring the associated debt. We exclude time value and cross currency basis spread from the assessment of hedge effectiveness and recognize the excluded component in interest expense through the swap accrual process. The difference between fair value changes of the excluded component and the amount amortized is recognized in other comprehensive income.

*Interest Rate Locks:* We hedge the interest rate exposure created by anticipated fixed rate debt issuances through the use of treasury locks and swap locks (collectively, interest rate locks), which are designated as cash flow hedges. As of both September 30, 2024 and December 31, 2023, we had no interest rate locks outstanding. When interest rate locks are settled, any gain or loss from the transactions is deferred and included as a component of other comprehensive income (loss) and is amortized to interest expense over the term of the forecasted hedged transaction which is equivalent to the term of the interest rate locks. As of both September 30, 2024 and December 31, 2023, we had insignificant net gains recorded within accumulated other comprehensive income (loss) to be reclassified to interest expense in the next 12 months for interest rate locks.

***Derivatives Not Designated as Hedging Instruments***

*Foreign Currency Forward Contracts:* We also use foreign currency forward contracts to manage the foreign exchange risk associated with certain foreign currency-denominated monetary assets and liabilities. As a result of foreign currency fluctuations, the U.S. Dollar equivalent values of our foreign currency-denominated monetary assets and liabilities change. Gains and losses on these contracts are included in other income (expense), on a net basis, along with the foreign currency gains and losses of the related foreign currency-denominated monetary assets and liabilities associated with these foreign currency forward contracts.

*Cross-currency Interest Rate Swaps:* We may, from time to time, elect to de-designate a portion of our cross-currency interest rate swaps previously designated as hedging instruments. Gains and losses subsequent to the de-designation are recognized in earnings to offset remeasurement gains and losses from foreign currency monetary assets and liabilities.

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**Notional Amounts and Fair Value of Derivative Instruments**

The following table presents the composition of derivative instruments recognized in our condensed consolidated balance sheets, excluding accrued interest, as of September 30, 2024 and December 31, 2023 (in millions):

	September 30, 2024			December 31, 2023		
	Notional Amount <sup>(1)</sup>	Fair Value		Notional Amount <sup>(1)</sup>	Fair Value	
		Assets <sup>(2)</sup>	Liabilities <sup>(3)</sup>		Assets <sup>(2)</sup>	Liabilities <sup>(3)</sup>
<i>Designated as hedging instruments:</i>						
Net investment hedges						
Foreign currency forward contracts	\$ 886	\$ 2	\$ 12	\$ 887	\$ 3	\$ 17
Cross-currency interest rate swaps	2,171	73	1	3,121	132	—
Cash flow hedges						
Foreign currency forward contracts	1,397	1	31	1,154	2	14
Cross-currency interest rate swaps	1,030	52	3	280	36	—
<i>Total designated as hedging</i>	<u>5,484</u>	<u>128</u>	<u>47</u>	<u>5,442</u>	<u>173</u>	<u>31</u>
<i>Not designated as hedging instruments:</i>						
Foreign currency forward contracts	5,319	31	70	3,053	4	70
Cross-currency interest rate swaps	2,211	144	7	1,061	80	—
<i>Total not designated as hedging</i>	<u>7,530</u>	<u>175</u>	<u>77</u>	<u>4,114</u>	<u>84</u>	<u>70</u>
<i>Total Derivatives</i>	<u>\$ 13,014</u>	<u>\$ 303</u>	<u>\$ 124</u>	<u>\$ 9,556</u>	<u>\$ 257</u>	<u>\$ 101</u>

<sup>(1)</sup> Excludes embedded derivatives.

<sup>(2)</sup> As presented in our condensed consolidated balance sheets within other current assets and other assets.

<sup>(3)</sup> As presented in our condensed consolidated balance sheets within other current liabilities and other liabilities.

**Impact on Accumulated Other Comprehensive Income**

The pre-tax gains (losses) from hedging instruments recognized in accumulated other comprehensive income for the three and nine months ended September 30, 2024 and 2023 were as follows (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
	<b>Net investment hedges:</b>			
Foreign currency debt	\$ (39)	\$ 51	\$ (5)	\$ 12
Foreign currency forward contracts (included component)	(36)	10	(1)	9
Foreign currency forward contracts (excluded component)	3	—	3	—
Cross-currency interest rate swaps (included component)	(82)	100	2	79
Cross-currency interest rate swaps (excluded component)	16	(12)	17	(15)
Total	<u>\$ (138)</u>	<u>\$ 149</u>	<u>\$ 16</u>	<u>\$ 85</u>
<b>Cash flow hedges:</b>				
Foreign currency forward contracts	\$ (46)	\$ 36	\$ (17)	\$ 18
Cross-currency interest rate swaps (excluded component)	9	(1)	17	(2)
Interest rate locks	—	—	1	(4)
Total	<u>\$ (37)</u>	<u>\$ 35</u>	<u>\$ 1</u>	<u>\$ 12</u>

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**Impact on Earnings**

The gains (losses) from derivative instruments recognized in earnings, and location of such gains (losses) in the condensed consolidated statements of operations for the three and nine months ended September 30, 2024 and 2023 were as follows (in millions):

	Location of gain (loss)	Three Months Ended September 30,		Nine Months Ended September 30,	
		2024	2023	2024	2023
<b>Net investment hedges:</b>					
Foreign currency forward contracts (excluded component)	Interest expense	\$ 3	\$ —	\$ 8	\$ 1
Cross-currency interest rate swaps (excluded component)	Interest expense	6	11	21	35
Total		<u>\$ 9</u>	<u>\$ 11</u>	<u>\$ 29</u>	<u>\$ 36</u>
<b>Cash flow hedges:</b>					
Foreign currency forward contracts	Revenues	\$ 3	\$ (12)	\$ 8	\$ (6)
Foreign currency forward contracts	Costs and operating expenses	(2)	8	(4)	12
Cross-currency interest rate swaps (excluded component)	Interest expense	3	—	4	—
Cross-currency interest rate swaps (included component)	Other income (expense)	(10)	(13)	(3)	3
Total		<u>\$ (6)</u>	<u>\$ (17)</u>	<u>\$ 5</u>	<u>\$ 9</u>
<b>Non designated hedges:</b>					
Foreign currency forward contracts	Other income (expense)	\$ (70)	\$ 78	\$ (4)	\$ 82
Cross-currency interest rate swaps	Other income (expense)	(18)	2	(8)	2
Total		<u>\$ (88)</u>	<u>\$ 80</u>	<u>\$ (12)</u>	<u>\$ 84</u>

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**Offsetting Derivative Assets and Liabilities**

We enter into master netting agreements with our counterparties for transactions other than embedded derivatives to mitigate credit risk exposure to any single counterparty. Master netting agreements allow for individual derivative contracts with a single counterparty to offset in the event of default. For presentation on the condensed consolidated balance sheets, we do not offset fair value amounts recognized for derivative instruments or the accrued interest related to cross-currency interest rate swaps under master netting arrangements. The following table presents information related to these offsetting arrangements, inclusive of accrued interest, as of September 30, 2024 and December 31, 2023 (in millions):

	Gross Amounts	Gross Amounts Offset in Condensed Consolidated Balance Sheet	Net Amounts	Gross Amounts not Offset in Condensed Consolidated Balance Sheet	Net
<b>September 30, 2024</b>					
Derivative assets	\$ 333	\$ —	\$ 333	\$ (95)	\$ 238
Derivative liabilities	145	—	145	(95)	50
<b>December 31, 2023</b>					
Derivative assets	\$ 282	\$ —	\$ 282	\$ (56)	\$ 226
Derivative liabilities	112	—	112	(56)	56

**7. Fair Value Measurements**

We perform fair value measurements in accordance with ASC 820, Fair Value Measurement, which establishes three levels of inputs that we use to measure fair value:

- Level 1: quoted prices in active markets for identical assets or liabilities.
- Level 2: observable inputs (e.g., spot rates and other data from the third-party pricing vendors for our derivative instruments, credit rating and current prices of similar debt instruments that are publicly traded for our debt instruments) other than quoted market prices included within Level 1 that are observable, either directly or indirectly, for the assets or liabilities.
- Level 3: unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of assets or liabilities, including indicative pricing from third parties for similar instruments and asset-specific yield adjustments for elements such as credit risk.

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The fair value of certain financial assets and liabilities as of September 30, 2024 and December 31, 2023 were as follows (in millions):

	September 30, 2024				December 31, 2023			
	Fair Value	Fair Value Measurement Using			Fair Value	Fair Value Measurement Using		
		Level 1	Level 2	Level 3		Level 1	Level 2	Level 3
<b>Assets:</b>								
Money market funds <sup>(1)</sup>	\$ 1,634	\$ 1,634	\$ —	\$ —	\$ 1,364	\$ 1,364	\$ —	\$ —
Time deposits <sup>(2)</sup>	1,269	818	451	—	240	240	—	—
Loan receivable <sup>(3)</sup>	224	—	—	224	—	—	—	—
Derivative instruments <sup>(4)</sup>	303	—	303	—	257	—	257	—
Total	<u>\$ 3,430</u>	<u>\$ 2,452</u>	<u>\$ 754</u>	<u>\$ 224</u>	<u>\$ 1,861</u>	<u>\$ 1,604</u>	<u>\$ 257</u>	<u>\$ —</u>
<b>Liabilities:</b>								
Derivative instruments <sup>(4)</sup>	\$ 124	\$ —	\$ 124	\$ —	\$ 101	\$ —	\$ 101	\$ —
Mortgage and loans payable <sup>(5)</sup>	700	—	700	—	684	—	684	—
Senior notes <sup>(5)</sup>	13,530	13,045	485	—	11,740	11,166	574	—
Total	<u>\$ 14,354</u>	<u>\$ 13,045</u>	<u>\$ 1,309</u>	<u>\$ —</u>	<u>\$ 12,525</u>	<u>\$ 11,166</u>	<u>\$ 1,359</u>	<u>\$ —</u>

<sup>(1)</sup> Instruments are included within cash and cash equivalents in the condensed consolidated balance sheets, and are measured at fair value.

<sup>(2)</sup> Instruments are included within cash and cash equivalents and short-term investments in the condensed consolidated balance sheets, and are measured at amortized cost.

<sup>(3)</sup> Instruments are included within other assets in the condensed consolidated balance sheets, and are measured at amortized cost. Refer to Note 5.

<sup>(4)</sup> Instruments are included within other current assets, other assets, other current liabilities and other liabilities in the condensed consolidated balance sheets, and are measured at fair value. Refer to Note 6.

<sup>(5)</sup> Include current and non-current portions and are measured at amortized cost. Refer to Note 9.

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**8. Leases**
**Significant Lease Transactions**

The following table summarizes the significant lease transactions during the nine months ended September 30, 2024 (in millions):

Lease	Quarter	Transaction	Renewal/Termination Options excluded <sup>(1)</sup>	Lease Classification	Net Incremental <sup>(2)</sup>	
					ROU assets	ROU liabilities
Tokyo 15 ("TY15") new data center lease	Q3	New lease with a 20-year term	Two 10-year renewal options	Finance Lease	\$ 109	\$ 109
				Operating Lease	53	53

<sup>(1)</sup> These renewal/termination options are not included in determining the lease terms as we are not reasonably certain to exercise them at this time.

<sup>(2)</sup> The net incremental amounts represent the adjustments to the right-of-use ("ROU") assets and liabilities recorded during the quarter that the transactions were entered.

**Lease Expenses**

The components of lease expenses are as follows (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Finance lease cost				
Amortization of right-of-use assets <sup>(1)</sup>	\$ 44	\$ 47	\$ 135	\$ 133
Interest on lease liabilities	28	28	83	84
Total finance lease cost	72	75	218	217
Operating lease cost	57	58	169	168
Variable lease cost	21	17	58	47
Total lease cost	\$ 150	\$ 150	\$ 445	\$ 432

<sup>(1)</sup> Amortization of right-of-use assets is included within depreciation expense, and is recorded within cost of revenues, sales and marketing and general and administrative expenses in the condensed consolidated statements of operations.

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**Other Information**

Other information related to leases is as follows (in millions, except years and percent):

	Nine Months Ended September 30,	
	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from finance leases	\$ 80	\$ 83
Operating cash flows from operating leases	154	151
Financing cash flows from finance leases	101	98
Right-of-use assets obtained in exchange for lease obligations: <sup>(1)</sup>		
Finance leases	\$ 228	\$ 194
Operating leases	144	255
	<b>September 30, 2024</b>	<b>December 31, 2023</b>
Weighted-average remaining lease term - finance leases <sup>(2)</sup>	14 years	14 years
Weighted-average remaining lease term - operating leases <sup>(2)</sup>	12 years	12 years
Weighted-average discount rate - finance leases	6 %	6 %
Weighted-average discount rate - operating leases	5 %	5 %
Finance lease right-of-use assets <sup>(3)</sup>	\$ 2,053	\$ 2,184

<sup>(1)</sup> Represents all non-cash changes in right-of-use assets.

<sup>(2)</sup> Includes lease renewal options that are reasonably certain to be exercised.

<sup>(3)</sup> As of September 30, 2024 and December 31, 2023, we recorded accumulated amortization of finance lease right-of-use assets of \$955 million and \$870 million, respectively. Finance lease assets are recorded within property, plant and equipment, net on the condensed consolidated balance sheets.

**Maturities of Lease Liabilities**

Maturities of lease liabilities as of September 30, 2024 are as follows (in millions):

	Operating Leases	Finance Leases	Total
2024 (3 months remaining)	\$ 50	\$ 61	\$ 111
2025	223	327	550
2026	217	260	477
2027	196	264	460
2028	168	253	421
Thereafter	1,242	2,319	3,561
Total lease payments	2,096	3,484	5,580
Less imputed interest	(581)	(1,089)	(1,670)
Total	\$ 1,515	\$ 2,395	\$ 3,910

We entered into agreements with various landlords primarily to lease data center spaces and ground leases which have not yet commenced as of September 30, 2024. These leases will commence between year 2024 and 2026, with lease terms of 2 to 30 years and total lease commitments of approximately \$246 million.

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**9. Debt Facilities*****Mortgage and Loans Payable***

As of September 30, 2024 and December 31, 2023, our mortgage and loans payable consisted of the following (in millions):

	September 30, 2024	December 31, 2023
Term loans	\$ 670	\$ 643
Mortgage payable and other loans payable	24	29
	694	672
Less amount representing unamortized debt issuance costs and debt discounts	(1)	(1)
	693	671
Less current portion	(5)	(8)
Total	\$ 688	\$ 663

***Senior Credit Facility and Refinancing***

In 2022, we entered into a credit agreement (the "2022 Credit Agreement") with a group of lenders for a senior unsecured credit facility, comprised of a \$4.0 billion senior unsecured multicurrency revolving credit facility (the "2022 Revolving Facility") and a £ 500 million senior unsecured term loan facility (the "2022 Term Loan Facility" and, together with the 2022 Revolving Facility, collectively, the "2022 Credit Facilities"). The total debt issuance costs for the 2022 Revolving Facility and 2022 Term Loan Facility are \$7 million and \$1 million, respectively. We borrowed the full £500 million available under the 2022 Term Loan Facility, or approximately \$677 million at the exchange rate in effect on that date.

The 2022 Credit Facilities have a maturity date of January 7, 2027. We may borrow, repay and reborrow amounts under the 2022 Revolving Facility until the Maturity Date, at which time all amounts outstanding under the 2022 Revolving Facility must be repaid in full. The term loan made under the 2022 Term Loan Facility has no scheduled principal amortization and must be repaid in full on the maturity date. The 2022 Revolving Facility provides for extensions of credit in U.S. Dollars as well as certain other foreign currencies. Borrowings under the 2022 Revolving Facility bear interest at a rate based on the daily Secured Overnight Financing Rate ("SOFR"), term SOFR, an alternative currency daily rate, or an alternative currency term rate plus a spread adjustment, plus a margin that can vary from 0.555% to 1.200%. Borrowings under the 2022 Term Loan Facility bear interest at a rate based on the daily Sterling Overnight Index Average ("SONIA"), plus a spread adjustment, plus a margin that can vary from 0.625% to 1.450%. We are also required to pay a quarterly letter of credit fee on the face amount of each letter of credit, which fee is based on the same margin that applies from time to time to SOFR-indexed borrowings under the revolving credit line. The margin is dependent on either our consolidated net leverage ratio or our credit ratings. We are also required to pay a quarterly facility fee ranging from 0.07% to 0.25% per annum. The 2022 Credit Agreement contains customary covenants, including financial ratio covenants that are required to be maintained as of each quarter end.

As of September 30, 2024 and December 31, 2023, the total amounts outstanding under the 2022 Term Loan Facility, net of debt issuance costs, were \$ 667 million and \$636 million, respectively.

As of September 30, 2024, we had 43 irrevocable letters of credit totaling \$69 million issued and outstanding under the 2022 Revolving Facility, with approximately \$3.9 billion remaining available to borrow under the 2022 Revolving Facility. As of September 30, 2024 and December 31, 2023, unamortized debt issuance costs for the 2022 Revolving Facility of \$4 million and \$5 million, respectively, were presented in other assets in the condensed consolidated balance sheets.

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
(Unaudited)

**Senior Notes**

As of September 30, 2024 and December 31, 2023, our senior notes consisted of the following (in millions):

	September 30, 2024		December 31, 2023	
	Amount	Effective Rate	Amount	Effective Rate
2.625% Senior Notes due 2024	\$ 1,000	2.79 %	\$ 1,000	2.79 %
1.250% Senior Notes due 2025	500	1.46 %	500	1.46 %
1.000% Senior Notes due 2025	700	1.18 %	700	1.18 %
2.900% Senior Notes due 2026	600	3.04 %	600	3.04 %
1.450% Senior Notes due 2026	700	1.64 %	700	1.64 %
0.250% Euro Senior Notes due 2027	556	0.45 %	552	0.45 %
1.800% Senior Notes due 2027	500	1.96 %	500	1.96 %
1.550% Senior Notes due 2028	650	1.67 %	650	1.67 %
2.000% Senior Notes due 2028	400	2.21 %	400	2.21 %
2.875% Swiss Franc Senior Notes due 2028	355	3.05 %	357	3.05 %
1.558% Swiss Franc Senior Notes due 2029	118	1.79 %	—	— %
3.200% Senior Notes due 2029	1,200	3.30 %	1,200	3.30 %
2.150% Senior Notes due 2030	1,100	2.27 %	1,100	2.27 %
2.500% Senior Notes due 2031	1,000	2.65 %	1,000	2.65 %
3.900% Senior Notes due 2032	1,200	4.07 %	1,200	4.07 %
1.000% Euro Senior Notes due 2033	667	1.18 %	662	1.18 %
3.650% Euro Senior Notes due 2033	667	3.78 %	—	— %
5.500% Senior Notes due 2034	750	5.74 %	—	— %
2.000% Japanese Yen Senior Notes Series A due 2035	262	2.07 %	267	2.07 %
2.130% Japanese Yen Senior Notes Series C due 2035	103	2.20 %	105	2.20 %
2.370% Japanese Yen Senior Notes Series B due 2043	71	2.42 %	72	2.42 %
2.570% Japanese Yen Senior Notes Series D due 2043	32	2.62 %	32	2.62 %
2.570% Japanese Yen Senior Notes Series E due 2043	70	2.62 %	71	2.62 %
3.000% Senior Notes due 2050	500	3.09 %	500	3.09 %
2.950% Senior Notes due 2051	500	3.00 %	500	3.00 %
3.400% Senior Notes due 2052	500	3.50 %	500	3.50 %
	<u>14,701</u>		<u>13,168</u>	
Less amount representing unamortized debt issuance costs and debt discounts	(116)		(108)	
	14,585		13,060	
Less current portion	(2,198)		(998)	
Total	<u>\$ 12,387</u>		<u>\$ 12,062</u>	

2.000% Japanese Yen Senior Notes Series A due 2035, 2.370% Japanese Yen Senior Notes Series B due 2043, 2.130% Japanese Yen Senior Notes Series C due 2035, 2.570% Japanese Yen Senior Notes Series D due 2043 and 2.570% Japanese Yen Senior Notes Series E due 2043 (collectively, the "Japanese Yen Senior Notes")

On February 16, 2023, we issued ¥10.0 billion, or approximately \$75 million in U.S. dollars, at the exchange rate in effect on that date, aggregate principal amount of 2.570% senior notes due March 8, 2043.

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
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On March 8, 2023, and at the exchange rate in effect on that date, we issued ¥ 37.7 billion, or approximately \$275 million in U.S. dollars, aggregate principal amount of 2.000% senior notes due March 8, 2035, ¥ 10.2 billion, or approximately \$75 million in U.S. dollars, aggregate principal amount of 2.370% senior notes due March 8, 2043, ¥14.8 billion, or approximately \$108 million in U.S. dollars, aggregate principal amount of 2.130% senior notes due March 8, 2035 and ¥4.6 billion, or approximately \$34 million in U.S. dollars, aggregate principal amount of 2.570% senior notes due March 8, 2043.

Interest on the notes is payable semi-annually in arrears on March 8 and September 8 of each year, commencing on September 8, 2023. Total debt issuance costs related to the Japanese Yen Senior Notes were \$4 million.

*2.875% Swiss Franc Senior Notes due 2028*

On September 12, 2023, we issued CHF 300 million, or approximately \$337 million in U.S. dollars, at the exchange rate in effect on that date, aggregate principal amount of 2.875% senior notes due September 12, 2028 (the "2028 CHF Notes"). Interest on the notes is payable annually in arrears on September 12 of each year, commencing on September 12, 2024. Total debt issuance costs related to the 2028 CHF Notes were \$3 million.

*5.500% Senior Notes due 2034*

On May 30, 2024, we issued \$ 750 million aggregate principal amount of 5.500% senior notes due June 15, 2034 (the "2034 Notes"). Interest on the notes is payable semi-annually in arrears on June 15 and December 15 of each year, commencing on December 15, 2024. Total debt discount and debt issuance costs related to the 2034 Notes were \$14 million.

*3.650% Euro Senior Notes due 2033*

On September 3, 2024, we issued € 600 million, or approximately \$664 million in U.S. dollars, at the exchange rate in effect on that date, aggregate principal amount of 3.650% senior notes due September 3, 2033 (the "2033 Euro Notes"). Interest on the notes is payable annually in arrears on September 3 of each year, commencing on September 3, 2025. Total debt discount and debt issuance costs related to the 2033 Euro Notes were \$6 million.

*1.558% Swiss Franc Senior Notes due 2029*

On September 4, 2024, we issued CHF 100 million, or approximately \$118 million in U.S. dollars, at the exchange rate in effect on that date, aggregate principal amount of 1.558% senior notes due September 4, 2029 (the "2029 CHF Notes"). Interest on the notes is payable annually in arrears on September 4 of each year, commencing on September 4, 2025. Total debt issuance costs related to the 2029 CHF Notes were insignificant.

**Maturities of Debt Instruments**

The following table sets forth maturities of our debt, including mortgage and loans payable, and senior notes, gross of debt issuance costs and debt discounts, as of September 30, 2024 (in millions):

Years ending:

2024 (3 months remaining)	\$	1,002
2025		1,205
2026		1,305
2027		1,729
2028		1,409
Thereafter		8,745
Total	\$	<u>15,395</u>

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
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**Interest Charges**

The following table sets forth total interest costs incurred, and total interest costs capitalized for the periods presented (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Interest expense	\$ 117	\$ 102	\$ 331	\$ 299
Interest capitalized	9	6	27	18
Interest charges incurred	<u>\$ 126</u>	<u>\$ 108</u>	<u>\$ 358</u>	<u>\$ 317</u>

Total interest paid in cash, net of capitalized interest, during the three months ended September 30, 2024 and 2023 was \$ 104 million and \$90 million, respectively. Total interest paid in cash, net of capitalized interest, during the nine months ended September 30, 2024 and 2023 was \$313 million and \$316 million, respectively.

**10. Commitments and Contingencies****Purchase Commitments**

As a result of our various IBX data center expansion projects, as of September 30, 2024, we were contractually committed for approximately \$ 2.8 billion of unaccrued capital expenditures, primarily for IBX infrastructure equipment not yet delivered and labor not yet provided, in connection with the work necessary to open these IBX data centers and make them available to our customers for installation. We also had numerous other, non-capital purchase commitments in place as of September 30, 2024, such as commitments to purchase power in select locations through the remainder of 2024 and thereafter, and other open purchase orders for goods, or services to be delivered or provided during the remainder of 2024 and thereafter. Such other miscellaneous purchase commitments totaled approximately \$2.0 billion as of September 30, 2024. For further information on our equity method investment commitments and lease commitments, see Note 5 and Note 8, respectively, above.

**Contingent Liabilities**

We estimate our exposure on certain liabilities, such as indirect and property taxes, based on the best information available at the time of determination. With respect to real and personal property taxes, we record what we can reasonably estimate based on prior payment history, assessed value by the assessor's office, current landlord estimates or estimates based on current or changing fixed asset values in each specific municipality, as applicable. However, there are circumstances beyond our control whereby the underlying value of the property or basis for which the tax is calculated on the property may change, such as a landlord selling the underlying property of one of our IBX data center leases or a municipality changing the assessment value in a jurisdiction and, as a result, our property tax obligations may vary from period to period. Based upon the most current facts and circumstances, we make the necessary property tax accruals for each of our reporting periods. However, revisions in our estimates of the potential or actual liability could materially impact our financial position, results of operations or cash flows.

Our indirect and property tax filings in various jurisdictions are subject to examination by local tax authorities. Although we believe that we have adequately assessed and accounted for our potential tax liabilities, and that our tax estimates are reasonable, there can be no certainty that additional taxes will not be due upon audit of our tax returns or as a result of further changes to the tax laws and interpretations thereof. For example, we are currently undergoing several indirect tax audits and appealing tentative assessments in Brazil and Loudoun County, Virginia. The final settlement of the audits and the outcomes of the appeals are uncertain and may not be resolved in our favor. We regularly assess the likelihood of adverse outcomes resulting from these examinations and appeals that would affect the adequacy of our tax accruals for each of the reporting periods. If any issues arising from the tax examinations and appeals are resolved in a manner inconsistent with our expectations, the revision of the estimates of the potential or actual liabilities could materially impact our financial position, results of operations, or cash flows.

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**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
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From time to time, we may have certain contingent liabilities that arise in the ordinary course of our business activities. Contingent liabilities are accrued when it is probable that future expenditures will be made and such expenditures can be reasonably estimated.

On March 20, 2024, we received a subpoena from the U.S. Attorney's Office for the Northern District of California. On April 30, 2024, the Company received a subpoena from the Securities and Exchange Commission. The Company is cooperating fully with both government agencies.

On May 2, 2024, a putative stockholder class action was filed against us and certain of our officers in the United States District Court for the Northern District of California. The named plaintiff alleges violations of Section 10(b) of the Exchange Act and Securities and Exchange Commission Rule 10b-5, and Section 20(a) of the Exchange Act, on the basis that the defendants allegedly made false and misleading statements about our business, results, internal controls, and accounting practices between May 3, 2019 and March 24, 2024. The lawsuit seeks, among other relief, a determination that the alleged claims may be asserted on a class-wide basis, unspecified damages, attorneys' fees, other expenses and costs. We intend to defend the lawsuit and filed a motion to dismiss the lawsuit on October 10, 2024.

These matters are subject to uncertainties, and we cannot predict the outcome, nor reasonably estimate a range of loss or penalties, if any, relating to these matters.

In the opinion of management, there are no other pending claims for which the outcome is expected to result in a material adverse effect in the financial position, results of operations or cash flows.

***Employment Agreements***

We have entered into a severance agreement with certain of our executive officers that provides for a severance payment equal to 100% of the executive officer's annual base salary and maximum bonus in the event his or her employment is terminated for any reason other than cause or he or she voluntarily resigns under certain circumstances as described in the agreement, or 200% of the executive officer's annual base salary and maximum bonus in the event this occurs after a change-in-control of our company. For certain other executive officers, these benefits are only triggered after a change-in-control of our company, in which case the officer is entitled to 200% of the executive officer's annual base salary and maximum bonus. In addition, under these agreements, the executive officer is entitled to the payment of his or her monthly health care premiums under the Consolidated Omnibus Budget Reconciliation Act for up to 24 months.

***Indemnification and Guarantor Arrangements***

As permitted under Delaware law, we have agreements whereby we indemnify our officers and directors for certain events or occurrences while the officer or director is, or was serving, at our request in such capacity. The term of the indemnification period is for the officer's or director's lifetime. The maximum potential amount of future payments we could be required to make under these indemnification agreements is unlimited; however, in the event of a legal action, we have purchased insurance that could limit our exposure, depending upon the details of the claim and the coverage provided. As a result, our estimated fair value of these indemnification agreements is minimal. We have no liabilities recorded for these agreements as of September 30, 2024.

We enter into standard indemnification agreements in the ordinary course of business. Pursuant to these agreements, we may agree to indemnify, hold harmless, and reimburse the indemnified party for losses suffered or incurred by the indemnified party, generally a business partner or a customer, in connection with matters such as any U.S. patent, or any copyright or other intellectual property infringement claim by any third party with respect to our offerings; a breach of confidentiality obligations and certain other contractual warranties; our gross negligence, willful misconduct, fraud, misrepresentation, or violation of law; and/or if we cause tangible property damage, personal injury or death. The term of any such indemnification agreement is generally perpetual after execution of the agreement. The maximum potential amount of future payments we could be required to make under these indemnification agreements is unlimited; however, we have never incurred material costs to defend lawsuits or settle claims related to these indemnification agreements. In addition, in the event of a legal action, we have purchased insurance that could limit our exposure, depending upon the details of the claim and the coverage provided. As a

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
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result, our estimated fair value of these agreements is minimal. We do not have significant liabilities recorded for these agreements as of September 30, 2024.

We enter into arrangements with certain business partners, whereby the business partner agrees to provide services as a subcontractor for our installations. Accordingly, we enter into standard indemnification agreements with our customers, whereby we indemnify them for certain acts, such as personal property damage, by our subcontractors. The maximum potential amount of future payments we could be required to make under these indemnification agreements is unlimited; however, we have never incurred material costs to defend lawsuits or settle claims related to these indemnification agreements. In addition, in the event of a legal action, we have purchased insurance that could limit our exposure, depending upon the details of the claim and the coverage provided. As a result, our estimated fair value of these agreements is minimal. We do not have significant liabilities recorded for these agreements as of September 30, 2024.

We have service level commitment obligations to certain of our customers. As a result, service interruptions or significant equipment damage in our IBX data centers, whether or not within our control, could result in obligations to these customers. While we have purchased insurance that could limit our exposure, our liability insurance may not be adequate to cover those expenses. In addition, any loss of service, equipment damage or inability to meet our service level commitment obligations could reduce the confidence our customers have in us, and could consequently impair our ability to obtain and retain customers, which would adversely affect both our ability to generate revenues and our operating results. We generally have the ability to determine such service level credits prior to the associated revenue being recognized. We do not have significant liabilities in connection with service level credits as of September 30, 2024.

Concurrent with the closing of the EMEA 2 Joint Venture, the EMEA 2 Joint Venture entered into credit facility agreements with a group of lenders under which it could borrow up to approximately \$1.4 billion in total at the exchange rate in effect on September 30, 2024, with such facilities maturing in 2025 and 2026. In connection with our 20% equity investment in the EMEA 2 Joint Venture, we provided the lenders with guarantees covering 20% of all payments of principal and interest due and payable by the EMEA 2 Joint Venture under these credit facilities, up to a limit of \$303 million in total at the exchange rate in effect on September 30, 2024. As of September 30, 2024, the maximum potential amount of our future payments under these guarantees was approximately \$263 million, at the exchange rates in effect on that date. We and our co-investor entered into an ancillary agreement to allocate funding under the credit facility agreement for use by our AMER 1 Joint Venture. As of September 30, 2024, \$9 million of the guarantees related to the AMER 1 Joint Venture. Our estimated fair value of these guarantees is minimal as the likelihood of making a payout under the guarantees is remote.

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
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**11. Stockholders' Equity**
**Stockholders' Equity Rollforward**

The following tables provide a rollforward of our stockholders' equity for the three months ended September 30, 2024 and 2023 (\$ in millions except per share data; share data in thousands):

	Common Stock		Treasury Stock		Additional Paid-in Capital	Accumulated Dividends	AOCI (Loss)	Retained Earnings	Non-controlling Interests	Total Common Stockholders' Equity
	Shares	Amount	Shares	Amount						
Balance as of December 31, 2023	94,630	\$ —	(151)	\$ (56)	\$ 18,596	\$ (8,695)	\$ (1,290)	\$ 3,934	\$ —	\$ 12,489
Net income	—	—	—	—	—	—	—	231	—	231
Other comprehensive loss	—	—	—	—	—	—	(208)	—	—	(208)
Issuance of common stock and release of treasury stock for employee equity awards	407	—	18	6	42	—	—	—	—	48
Dividend distribution on common stock, \$4.26 per share	—	—	—	—	—	(402)	—	—	—	(402)
Settlement of accrued dividends on vested equity awards	—	—	—	—	—	(1)	—	—	—	(1)
Accrued dividends on unvested equity awards	—	—	—	—	—	1	—	—	—	1
Stock-based compensation, net of estimated forfeitures	—	—	—	—	141	—	—	—	—	141
Balance as of March 31, 2024	95,037	—	(133)	(50)	18,779	(9,097)	(1,498)	4,165	—	12,299
Net income	—	—	—	—	—	—	—	301	—	301
Other comprehensive loss	—	—	—	—	—	—	(43)	—	—	(43)
Issuance of common stock and release of treasury stock for employee equity awards	35	—	6	2	—	—	—	—	—	2
Dividend distribution on common stock, \$4.26 per share	—	—	—	—	—	(405)	—	—	—	(405)
Accrued dividends on unvested equity awards	—	—	—	—	—	(12)	—	—	—	(12)
Stock-based compensation, net of estimated forfeitures	—	—	—	—	136	—	—	—	—	136
Balance as of June 30, 2024	95,072	—	(127)	(48)	18,915	(9,514)	(1,541)	4,466	—	12,278
Net income (loss)	—	—	—	—	—	—	—	297	(1)	296
Other comprehensive income	—	—	—	—	—	—	258	—	—	258
Issuance of common stock and release of treasury stock for employee equity awards	309	—	21	8	36	—	—	—	—	44
Issuance of common stock under ATM Program	1,213	—	—	—	976	—	—	—	—	976
Dividend distribution on common stock, \$4.26 per share	—	—	—	—	—	(405)	—	—	—	(405)

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
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Settlement of accrued dividends on vested equity awards	—	—	—	—	—	(1)	—	—	—	(1)
Accrued dividends on unvested equity awards	—	—	—	—	—	(1)	—	—	—	(1)
Stock-based compensation, net of estimated forfeitures	—	—	—	—	138	—	—	—	—	138
Contribution from non-controlling interest	—	—	—	—	4	—	—	—	—	4
Balance as of September 30, 2024	<u>96,594</u>	<u>\$ —</u>	<u>(106)</u>	<u>\$ (40)</u>	<u>\$ 20,069</u>	<u>\$ (9,921)</u>	<u>\$ (1,283)</u>	<u>\$ 4,763</u>	<u>\$ (1)</u>	<u>\$ 13,587</u>

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**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
(Unaudited)

	Common Stock		Treasury Stock		Additional Paid-in Capital	Accumulated Dividends	AOCI (Loss)	Retained Earnings	Total Common Stockholders' Equity
	Shares	Amount	Shares	Amount					
Balance as of December 31, 2022	92,814	\$ —	(193)	\$ (72)	\$ 17,320	\$ (7,318)	\$ (1,389)	\$ 2,965	\$ 11,506
Net income	—	—	—	—	—	—	—	259	259
Other comprehensive income	—	—	—	—	—	—	104	—	104
Issuance of common stock and release of treasury stock for employee equity awards	420	—	16	6	38	—	—	—	44
Issuance of common stock under ATM Program	458	—	—	—	301	—	—	—	301
Dividend distribution on common stock, \$3.41 per share	—	—	—	—	—	(319)	—	—	(319)
Accrued dividends on unvested equity awards	—	—	—	—	—	(2)	—	—	(2)
Stock-based compensation, net of estimated forfeitures	—	—	—	—	136	—	—	—	136
Balance as of March 31, 2023	93,692	—	(177)	(66)	17,795	(7,639)	(1,285)	3,224	12,029
Net income	—	—	—	—	—	—	—	207	207
Other comprehensive loss	—	—	—	—	—	—	(3)	—	(3)
Issuance of common stock and release of treasury stock for employee equity awards	45	—	5	2	1	—	—	—	3
Dividend distribution on common stock, \$3.41 per share	—	—	—	—	—	(319)	—	—	(319)
Accrued dividends on unvested equity awards	—	—	—	—	—	(5)	—	—	(5)
Stock-based compensation, net of estimated forfeitures	—	—	—	—	113	—	—	—	113
Balance as of June 30, 2023	93,737	—	(172)	(64)	17,909	(7,963)	(1,288)	3,431	12,025
Net income (loss)	—	—	—	—	—	—	—	276	276
Other comprehensive loss	—	—	—	—	—	—	(238)	—	(238)
Issuance of common stock and release of treasury stock for employee equity awards	300	—	18	7	36	—	—	—	43
Dividend distribution on common stock, \$3.41 per share	—	—	—	—	—	(320)	—	—	(320)
Accrued dividends on unvested equity awards	—	—	—	—	—	(5)	—	—	(5)
Stock-based compensation, net of estimated forfeitures	—	—	—	—	106	—	—	—	106
Balance as of September 30, 2023	94,037	\$ —	(154)	\$ (57)	\$ 18,051	\$ (8,288)	\$ (1,526)	\$ 3,707	\$ 11,887

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
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**Accumulated Other Comprehensive Loss**

The changes in accumulated other comprehensive loss, net of tax, by component are as follows (in millions):

	Balance as of December 31, 2023	Net Change	Balance as of September 30, 2024
Foreign currency translation adjustment ("CTA") loss	\$ (1,588)	\$ (15)	\$ (1,603)
Unrealized gain on cash flow hedges <sup>(1)</sup>	15	6	21
Net investment hedge CTA gain <sup>(1)</sup>	284	16	300
Net actuarial loss on defined benefit plans <sup>(2)</sup>	(1)	—	(1)
Total accumulated other comprehensive loss	<u>\$ (1,290)</u>	<u>\$ 7</u>	<u>\$ (1,283)</u>

<sup>(1)</sup> Refer to Note 6 for a discussion of the amounts reclassified from accumulated other comprehensive loss to net income.

<sup>(2)</sup> We have two defined benefit pension plans covering all employees in two countries where such plans are mandated by law. We do not have any defined benefit plans in any other countries.

Changes in foreign currencies can have a significant impact to our condensed consolidated balance sheets (as evidenced above in our foreign currency translation loss), as well as its condensed consolidated results of operations, as amounts in foreign currencies are generally translated into more U.S. Dollars when the U.S. Dollar weakens or fewer U.S. Dollars when the U.S. Dollar strengthens. As of September 30, 2024, the U.S. Dollar was generally stronger relative to certain of the currencies of the foreign countries in which we operate as compared to December 31, 2023. Because of this, the U.S. Dollar had an overall unfavorable impact on our condensed consolidated financial position because the foreign denominations translated into fewer U.S. Dollars as evidenced by an increase in foreign currency translation loss for the nine months ended September 30, 2024 as reflected in the above table. The volatility of the U.S. Dollar as compared to the other currencies in which we operate could have a significant impact on our condensed consolidated financial position and results of operations including the amount of revenue that we report in future periods.

**Common Stock**

In October 2020, we established an "at the market" equity offering program (the "2020 ATM Program"), under which we could, from time to time, offer and sell shares of our common stock to or through sales agents up to an aggregate of \$1.5 billion. In February 2022, we entered into a forward sale amendment to the 2020 ATM Program, under which we could, from time to time, offer and sell shares under the equity distribution agreement pursuant to forward sale transactions (the "Equity Forward Amendment"). In November 2022, we established a successor ATM program, also with substantially the same terms as the Equity Forward Amendment noted above, under which we may, from time to time, offer and sell on a spot or forward basis up to an aggregate of \$1.5 billion of our common stock to or through sales agents in "at the market" transactions (the "2022 ATM Program"). The forward sale agreements provide three settlement alternatives to us: physical settlement, cash settlement or net share settlement. In accordance with ASC 815, the forward sale agreements are classified as equity for balance sheet purposes.

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**(Unaudited)**

Forward sale activity under the 2020 and 2022 ATM Programs is summarized as follows (\$ in millions except per share data; shares in thousands):

	<u>Contractual Maturity Dates</u>	<u>Execution Date</u>	<u>Number of Shares<sup>(1)</sup></u>	<u>Weighted Average Price per Share<sup>(2)</sup></u>	<u>Settlement Value<sup>(2)</sup></u>
Outstanding, December 31, 2022	February 2023 to November 2023		458	\$ 657.75	\$ 302
Forward Sale Agreements Executed	February 2024 to December 2024	May 2023 to December 2023	1,208	767.12	926
Forward Sale Shares Physically Settled	February 2023 to March 2024	February 2023 to November 2023	(1,023)	718.59	735
Outstanding, December 31, 2023	November 2024		643	\$ 776.23	\$ 499
Forward Sale Shares Physically Settled	November 2024 to December 2024	September 2024	(643)	790.41	509
Outstanding, September 30, 2024	November 2024		<u>—</u>	<u>\$ —</u>	<u>\$ —</u>

(1) For agreements settled, the amount represents the actual number of shares issued. For agreements executed and outstanding, the amount represents the number of shares that we would issue upon physical settlement.

(2) For agreements settled, the value represents the actual weighted average settlement value, net of commissions and other offering expenses. For agreements executed and outstanding, the value represents the forward amount that we would receive upon physical settlement as of that date and will be subject to adjustments for a discount rate factor equal to a specified benchmark rate less a spread minus scheduled dividends during the terms of the agreements.

For the three and nine months ended September 30, 2024, we sold an additional 569,382 shares under the 2022 ATM Program, excluding the settled forward sale transactions noted above, for approximately \$467 million, net of commissions and other offering expenses. As of September 30, 2024, we fully utilized the remaining common stock available for sale under the 2022 ATM Program.

#### **Stock-Based Compensation**

For the nine months ended September 30, 2024, the Talent, Culture and Compensation Committee and/or the Stock Award Committee of our Board of Directors, as the case may be, granted an aggregate of 800,370 restricted stock units ("RSUs") to certain employees, including executive officers. These equity awards are subject to vesting provisions and have a weighted-average grant date fair value of \$875.72 per share and a weighted-average requisite service period of 3.56 years. The valuation of RSUs with only a service condition or a service and performance condition require no significant assumptions as the fair value for these types of equity awards is based solely on the fair value of our stock price on the date of grant. We use revenues, adjusted funds from operations ("AFFO") per share and digital services revenues as the performance measurements in the RSUs with both service and performance conditions that were granted in the nine months ended September 30, 2024.

We use a Monte Carlo simulation option-pricing model to determine the fair value of RSUs with a service and market condition. We used total stockholder return ("TSR") as the performance measurement in the RSUs with a service and market condition that were granted in the nine months ended September 30, 2024. There were no significant changes in the assumptions used to determine the fair value of RSUs with a service and market condition that were granted in 2024 compared to the prior year.

The following table presents, by operating expense category, our stock-based compensation expense recognized in our condensed consolidated statements of operations (in millions):

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>
Cost of revenues	\$ 15	\$ 12	\$ 43	\$ 35
Sales and marketing	25	23	71	66
General and administrative	82	63	234	200
Total	<u>\$ 122</u>	<u>\$ 98</u>	<u>\$ 348</u>	<u>\$ 301</u>

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
**(Unaudited)**

**Redeemable Non-controlling Interest**

On April 3, 2023, we issued additional shares in our Indonesian operating entity to a third party investor for \$ 25 million, which resulted in the third party investor owning a 25% interest in the entity.

The Indonesian operating entity is a VIE because it does not have sufficient funds from its operations to be self-sustaining. We provide certain management services to the entity and earn fees for the performance of such services. We have the power to direct the activities that most significantly impact the economic performance of the entity and have concluded that we are its primary beneficiary.

Under the terms of the stockholders' agreement, the investor may put its 25% ownership stake in the entity to us for a maximum exercise price of \$25 million, subject to certain contingent conditions. Accordingly, we present the investor's contingently redeemable non-controlling interest ("NCI") outside of permanent equity at the higher of its maximum redemption amount of \$25 million and its balance after attribution of gains and losses in the condensed consolidated balance sheets. There were no changes in the carrying value of the redeemable NCI for the three and nine months ended September 30, 2024.

The following table presents the assets and liabilities of the Indonesian VIE, which were included in other assets and other liabilities on the condensed consolidated balance sheets (in millions):

<b>Balance Sheet</b>	<b>September 30, 2024</b>	<b>December 31, 2023</b>
Cash and cash equivalents	\$ 21	\$ 20
Property, plant and equipment, net	22	8
Other	5	2
Total assets	<u>\$ 48</u>	<u>\$ 30</u>
Total liabilities	<u>\$ 3</u>	<u>\$ 3</u>

The income and losses attributable to us as well as to the redeemable NCI from the Indonesian VIE were insignificant for the three and nine months ended September 30, 2024 and 2023.

**12. Segment Information**

While we have one primary line of business, which is the design, build-out and operation of IBX data centers, we have determined that we have three reportable segments comprised of our Americas, EMEA and Asia-Pacific geographic regions. Our chief operating decision-maker evaluates performance, makes operating decisions and allocates resources based on our revenues and adjusted EBITDA, both on a consolidated basis and based on these three reportable segments. Intercompany transactions between segments are excluded for management reporting purposes.

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
**(Unaudited)**

The following tables present revenue information disaggregated by product lines and geographic areas (in millions):

	Three Months Ended September 30, 2024				Nine Months Ended September 30, 2024			
	Americas	EMEA	Asia-Pacific	Total	Americas	EMEA	Asia-Pacific	Total
Colocation <sup>(1)</sup>	\$ 617	\$ 566	\$ 337	\$ 1,520	\$ 1,848	\$ 1,658	\$ 1,004	\$ 4,510
Interconnection	224	86	74	384	658	253	215	1,126
Managed infrastructure	66	35	17	118	198	104	50	352
Other <sup>(1)</sup>	7	26	4	37	20	74	11	105
Recurring revenues	914	713	432	2,059	2,724	2,089	1,280	6,093
Non-recurring revenues	44	30	68	142	139	102	153	394
<b>Total</b>	<b>\$ 958</b>	<b>\$ 743</b>	<b>\$ 500</b>	<b>\$ 2,201</b>	<b>\$ 2,863</b>	<b>\$ 2,191</b>	<b>\$ 1,433</b>	<b>\$ 6,487</b>

<sup>(1)</sup> Includes some leasing and hedging activities.

	Three Months Ended September 30, 2023				Nine Months Ended September 30, 2023			
	Americas	EMEA	Asia-Pacific	Total	Americas	EMEA	Asia-Pacific	Total
Colocation <sup>(1)</sup>	\$ 597	\$ 538	\$ 329	\$ 1,464	\$ 1,754	\$ 1,571	\$ 971	\$ 4,296
Interconnection	207	79	67	353	610	229	198	1,037
Managed infrastructure	63	33	18	114	185	97	55	337
Other <sup>(1)</sup>	5	23	2	30	15	74	10	99
Recurring revenues	872	673	416	1,961	2,564	1,971	1,234	5,769
Non-recurring revenues	41	36	23	100	121	116	72	309
<b>Total</b>	<b>\$ 913</b>	<b>\$ 709</b>	<b>\$ 439</b>	<b>\$ 2,061</b>	<b>\$ 2,685</b>	<b>\$ 2,087</b>	<b>\$ 1,306</b>	<b>\$ 6,078</b>

<sup>(1)</sup> Includes some leasing and hedging activities.

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
**(Unaudited)**

Total revenues attributed to the U.S. were \$ 819 million and \$ 772 million during the three months ended September 30, 2024 and 2023, respectively. Total revenues attributed to the U.S. were \$2.4 billion and \$2.3 billion during the nine months ended September 30, 2024 and 2023, respectively. There was no country outside of the U.S. from which we derived revenues that exceeded 10% of revenues for the three and nine months ended September 30, 2024. For the three and nine months ended September 30, 2023, we derived revenues of \$219 million and \$608 million, respectively, from the United Kingdom, which is the only country outside of the U.S. from which we derived revenues that exceeded 10% of our total revenues during either of these periods. No single customer accounted for 10% or greater of our accounts receivable or revenues for the three and nine months ended September 30, 2024 and 2023.

We define adjusted EBITDA as net income excluding income tax expense, interest income, interest expense, other income or expense, gain or loss on debt extinguishment, depreciation, amortization, accretion, stock-based compensation expense, restructuring charges, impairment charges, transaction costs and gain or loss on asset sales as presented below (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Adjusted EBITDA:				
Americas	\$ 427	\$ 405	\$ 1,287	\$ 1,203
EMEA	372	310	1,024	932
Asia-Pacific	249	221	765	647
Total adjusted EBITDA	1,048	936	3,076	2,782
Depreciation, amortization and accretion expense	(494)	(462)	(1,509)	(1,382)
Stock-based compensation expense	(122)	(98)	(348)	(301)
Transaction costs	(7)	1	(12)	(7)
Gain on asset sales	—	4	18	5
Interest income	35	23	88	66
Interest expense	(117)	(102)	(331)	(299)
Other income (expense)	7	(6)	(6)	(10)
Loss on debt extinguishment	—	—	(1)	—
Income before income taxes	<u>\$ 350</u>	<u>\$ 296</u>	<u>\$ 975</u>	<u>\$ 854</u>

We also provide the following segment disclosures related to our operations as follows (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Depreciation and amortization:				
Americas	\$ 272	\$ 252	\$ 848	\$ 750
EMEA	132	127	397	374
Asia-Pacific	92	84	266	258
Total	<u>\$ 496</u>	<u>\$ 463</u>	<u>\$ 1,511</u>	<u>\$ 1,382</u>
Capital expenditures:				
Americas	\$ 412	\$ 382	\$ 1,230	\$ 1,076
EMEA	204	147	541	449
Asia-Pacific	108	88	308	260
Total	<u>\$ 724</u>	<u>\$ 617</u>	<u>\$ 2,079</u>	<u>\$ 1,785</u>

**EQUINIX, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**  
**(Unaudited)**

Our long-lived assets, including property, plant and equipment, net and operating lease right-of-use assets, are located in the following geographic areas (in millions):

	September 30, 2024	December 31, 2023
Americas	\$ 9,076	\$ 8,611
EMEA	6,685	6,321
Asia-Pacific	3,904	3,669
Total property, plant and equipment, net	<u>\$ 19,665</u>	<u>\$ 18,601</u>
Americas	\$ 398	\$ 421
EMEA	408	368
Asia-Pacific	681	660
Total operating lease right-of-use assets	<u>\$ 1,487</u>	<u>\$ 1,449</u>

### 13. Subsequent Events

#### *AMER 3 Joint Venture*

On October 1, 2024, we entered into an agreement to form a joint venture to develop and operate xScale data centers in the Americas region (the "AMER 3 Joint Venture"), subject to regulatory approval and other closing conditions.

#### *2024 ATM Program*

On October 1, 2024, we established a program to succeed the 2022 ATM Program, under which we may, from time to time, offer and sell on a spot or forward basis up to an aggregate of \$2.0 billion of our common stock to or through sales agents in "at the market" transactions (the "2024 ATM Program"). No sales have been made under the 2024 ATM Program to date.

#### *Declaration of dividends*

On October 30, 2024, we declared a quarterly cash dividend of \$ 4.26 per share, which is payable on December 11, 2024 to our common stockholders of record as of the close of business on November 13, 2024.

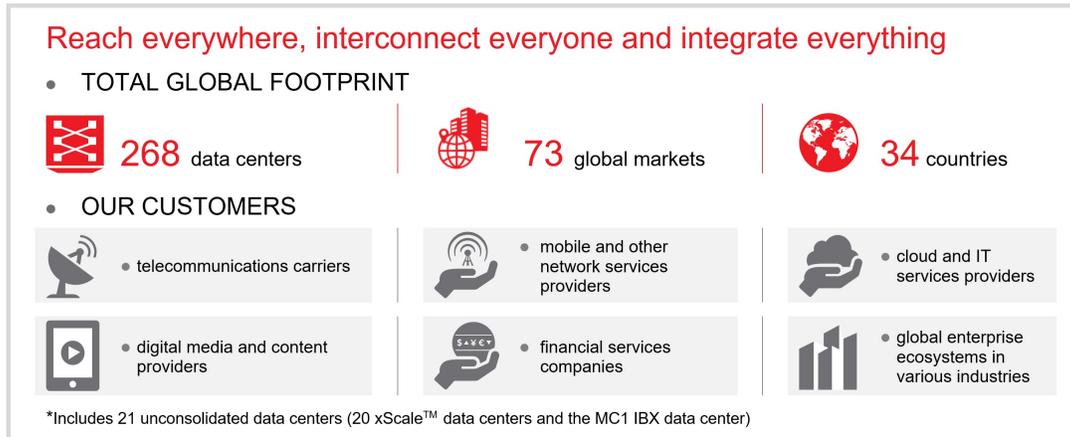
## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The information in this discussion contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements are based upon current expectations that involve risks and uncertainties. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. For example, the words "believes," "anticipates," "plans," "expects," "intends" and similar expressions are intended to identify forward-looking statements. Our actual results and the timing of certain events may differ significantly from the results discussed in the forward-looking statements. Factors that might cause such a discrepancy include, but are not limited to, those discussed in "Liquidity and Capital Resources" below and "Risk Factors" in Item 1A of Part II of this Quarterly Report on Form 10-Q. All forward-looking statements in this document are based on information available to us as of the date of this Report and we assume no obligation to update any such forward-looking statements.

Our management's discussion and analysis of financial condition and results of operations is intended to assist readers in understanding our financial information from our management's perspective and is presented as follows:

- Overview
- Results of Operations
- Non-GAAP Financial Measures
- Liquidity and Capital Resources
- Contractual Obligations and Off-Balance-Sheet Arrangements
- Critical Accounting Policies and Estimates
- Recent Accounting Pronouncements

### Overview



We provide a global, vendor-neutral data center, interconnection and edge solutions platform with offerings that aim to enable our customers to reach everywhere, interconnect everyone and integrate everything. Global enterprises, service providers and business ecosystems of industry partners rely on our IBX data centers and expertise around the world for the safe housing of their critical IT equipment and to protect and connect the world's most valued information assets. They also look to Platform Equinix® for the ability to directly and securely interconnect to the networks, clouds and content that enable today's information-driven global digital economy. Our recent IBX data center openings and acquisitions, as well as xScale™ data center investments, have expanded our total global footprint to 268 IBXs, including 20 xScale data centers and the MC1 data center that are held in unconsolidated joint ventures, across 73 markets around the world. We offer the following solutions:

- premium data center colocation;

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- interconnection and data exchange solutions;
- edge solutions for deploying networking, security and hardware; and
- remote expert support and professional services.

Our interconnected data centers around the world can allow our customers to increase information and application delivery performance to users, and quickly access distributed IT infrastructures and business and digital ecosystems, while significantly reducing costs. Our global platform and the quality of our IBX data centers, interconnection offerings and edge solutions have enabled us to establish a critical mass of customers. As more customers choose Platform Equinix for bandwidth cost and performance reasons, it benefits their suppliers and business partners to colocate in the same data centers. This adjacency creates a "network effect" that enables our customers to capture the full economic and performance benefits of our offerings. These partners, in turn, pull in their business partners, creating a "marketplace" for their services. Our global platform enables scalable, reliable and cost-effective interconnection that increases data traffic exchange while lowering overall cost and increasing flexibility. Our focused business model is built on our critical mass of enterprise and service provider customers and the resulting "marketplace" effect. This global platform, combined with our strong financial position, has continued to drive new customer growth and bookings.

While a large number of enterprises and service providers, such as hyperscale cloud service providers, own their own data centers, we believe the industry is shifting away from single-tenant solutions to customers outsourcing some or all of their IT housing and interconnection requirements to third-party facilities, such as those operated by Equinix. This shift is being accelerated by the increasing adoption of hybrid multi-cloud architectures and the adoption of artificial intelligence ("AI").

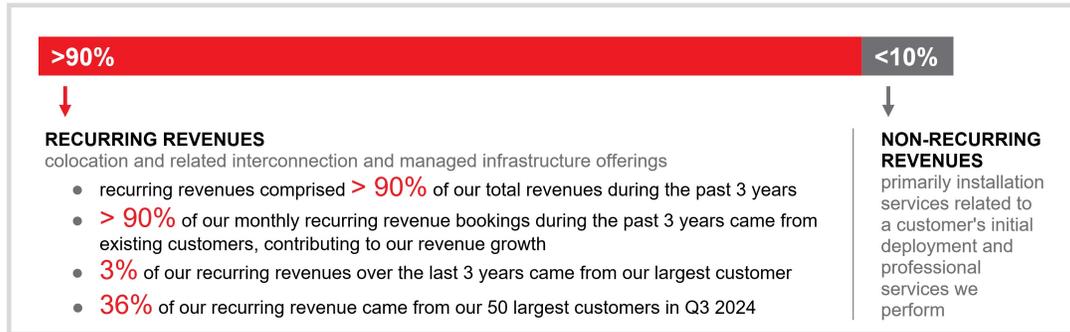
Historically, our market was served by large telecommunications carriers who bundled their products and services with their colocation offerings. The data center market landscape has evolved to include private and vendor-neutral multi-tenant data center ("MTDC") providers, public and private cloud providers, managed infrastructure and application hosting providers, and systems integrators. It is estimated that Equinix is one of more than 2,200 companies that provide MTDC offerings around the world. The global MTDC market is highly fragmented. Each of these data center solutions providers can bundle various colocation, interconnection and network offerings, outsourced IT infrastructure solutions and managed services. We believe that this outsourcing trend has accelerated and is likely to continue to accelerate in the coming years, especially in light of the movement to digital business, the use of multiple cloud service providers, and the adoption of AI. We are able to offer our customers a global platform that reaches 34 countries with the industry's largest and most active ecosystem of partners in our sites, proven operational reliability, improved application performance and a highly scalable set of offerings.

Our cabinet utilization rate represents the percentage of cabinet space billed versus total cabinet capacity, which is used to measure how efficiently we are managing our cabinet capacity. Our cabinet utilization rate varies from market to market among our IBX data centers across our Americas, EMEA and Asia-Pacific regions. Our cabinet utilization rates were approximately 78% and 80%, as of September 30, 2024 and 2023, respectively. We continue to monitor the available capacity in each of our selected markets. To the extent we have limited capacity available in a given market, it may limit our ability for growth in that market. We perform demand studies on an ongoing basis to determine if future expansion is warranted in a market. In addition, power and cooling requirements for most customers are growing on a per unit basis. As a result, customers are consuming an increasing amount of power per cabinet. Although we generally do not control the amount of power our customers draw from installed circuits, we have negotiated power consumption limitations with certain high power-demand customers. This increased power consumption, which we expect to accelerate with the adoption of AI, has driven us to build out our new IBX data centers to support power and cooling needs twice that of previous IBX data centers. We could face power limitations in our existing IBX data centers, even though we may have additional physical cabinet capacity available within a specific IBX data center, and in our ability to expand our footprint in existing and new markets. This could have a negative impact on our ability to grow revenues, affecting our financial performance, results of operations and cash flows and the growth opportunities presented by the adoption of new technologies, including AI.

To serve the needs of the growing hyperscale data center market, including the world's largest cloud service providers and increased demand driven in part by the adoption of AI, we have entered into joint venture partnership arrangements across our Americas, EMEA and Asia-Pacific regions to develop and operate xScale data centers.

Strategically, we will continue to look at attractive opportunities to grow our market share and selectively improve our footprint and offerings. As was the case with our recent expansions and acquisitions, our expansion criteria will be dependent on a number of factors, including but not limited to demand from new and existing customers, power availability and capacity, quality of the design, access to networks, clouds and software partners, capacity availability in the current market location, amount of incremental investment required by us in the targeted property, automation capabilities, developer talent pool, lead-time to break even on a free cash flow basis and in-place customers. Like our recent expansions and acquisitions, the right combination of these factors may be attractive to us. Depending on the circumstances, these transactions may require additional capital expenditures funded by upfront cash payments or through long-term financing arrangements in order to bring these properties up to our standards. Property expansion may be in the form of purchases of real property, long-term leasing arrangements or acquisitions. Future purchases, construction or acquisitions may be completed by us or with partners or potential customers to minimize the outlay of cash, which can be significant.

**Revenue:**



Our business is primarily based on a recurring revenue model comprised of colocation and related interconnection and managed infrastructure offerings. We consider these offerings recurring because our customers are generally billed on a fixed and recurring basis each month for the duration of their contract, which is generally one to five years in length, and thereafter automatically renews in one-year increments. Our recurring revenues have comprised more than 90% of our total revenues during the past three years. In addition, during the past three years, more than 90% of our monthly recurring revenue bookings came from existing customers, contributing to our revenue growth. Our largest customer accounted for approximately 3% of our recurring revenues for both the three and nine months ended September 30, 2024 and 2023. Our 50 largest customers accounted for approximately 36% of our recurring revenues for the three and nine months ended September 30, 2024 and 37% of our recurring revenues for the three and nine months ended September 30, 2023.

Our non-recurring revenues are primarily derived from fees charged from installations related to a customer's initial deployment and professional services we perform. These services are considered to be non-recurring because they are billed typically once, upon completion of the installation or the professional services work performed. The majority of these non-recurring revenues are typically billed on the first invoice distributed to the customer in connection with their initial installation. However, revenues from installations are deferred and recognized ratably over the period of the contract term. Additionally, revenue from contract settlements, when a customer wishes to terminate their contract early, is generally treated as a contract modification and recognized ratably over the remaining term of the contract, if any. As a percentage of total revenues, we expect non-recurring revenues to represent less than 10% of total revenues for the foreseeable future.

**Operating Expenses:**

**Cost of Revenues.** The largest components of our cost of revenues are depreciation, rental payments related to our leased IBX data centers, utility costs, including electricity, bandwidth access, IBX data center employees' salaries and benefits, including stock-based compensation, repairs and maintenance, supplies and equipment, and security. A majority of our cost of revenues is fixed in nature and should not vary significantly from period to period, unless we expand our existing IBX data centers or open or acquire new IBX data centers. However, there are certain costs that are considered more variable in nature, including utilities and supplies that are directly related to growth in our existing and new customer base. In addition, the cost of electricity is generally higher in the summer months, as compared to other times of the year. Our costs of electricity may also increase as a result of the physical effects of climate change, global energy supply constraints, increased regulations driving alternative electricity generation due to environmental considerations or as a result of our election to use renewable energy sources. To the extent we incur increased utility costs, such increased costs could materially impact our financial condition, results of operations and cash flows.

**Sales and Marketing.** Our sales and marketing expenses consist primarily of compensation and related costs for sales and marketing personnel, including stock-based compensation, amortization of contract costs, marketing programs, public relations, promotional materials and travel, as well as bad debt expense and amortization of customer relationship intangible assets.

**General and Administrative.** Our general and administrative expenses consist primarily of salaries and related expenses, including stock-based compensation, accounting, legal and other professional service fees, and other general corporate expenses, such as our corporate regional headquarters office leases and depreciation expense on back office systems.

**Taxation as a REIT:**

We elected to be taxed as a REIT for U.S. federal income tax purposes beginning with our 2015 taxable year. As of September 30, 2024, our REIT structure included a majority of our data center operations in the Americas and EMEA regions, as well as the data center operations in Japan, Singapore, and Malaysia. Our data center operations in other jurisdictions are operated as TRSs. We have also included our share of the assets in xScale joint ventures (with the exception of Korea) in our REIT structure.

As a REIT, we generally are permitted to deduct from our U.S. federal taxable income the dividends we pay to our stockholders. The taxable income represented by such dividends is not subject to U.S. federal income taxes at the entity level but is taxed in the U.S., if at all, at the stockholder level. Nevertheless, the income of our TRSs which hold our U.S. operations that may not be REIT compliant is subject to U.S. federal and state corporate income taxes, as applicable. Likewise, our foreign subsidiaries continue to be subject to local income taxes in jurisdictions in which they hold assets or conduct operations, regardless of whether held or conducted through TRSs or through qualified REIT subsidiaries ("QRSs"). We are also subject to a separate U.S. federal corporate income tax on any gain recognized from a sale of a REIT asset where our basis in the asset is determined by reference to the basis of the asset in the hands of a C corporation (such as an asset held by us or a QRS following the liquidation or other conversion of a former TRS). This built-in-gain tax is generally applicable to any disposition of such an asset during the five-year period after the date we first owned the asset as a REIT asset to the extent of the built-in-gain based on the fair market value of such asset on the date we first held the asset as a REIT asset. In addition, should we recognize any gain from "prohibited transactions," we will be subject to tax on this gain at a 100% rate. "Prohibited transactions," for this purpose, are defined as dispositions of inventory or property held primarily for sale to customers in the ordinary course of a trade or business other than dispositions of foreclosure property and other than dispositions excepted by statutory safe harbors. If we fail to remain qualified for U.S. federal income taxation as a REIT, we will be subject to U.S. federal income taxes at regular corporate income tax rates. Even if we remain qualified for U.S. federal income taxation as a REIT, we may be subject to some federal, state, local and foreign taxes on our income and property in addition to taxes owed with respect to our TRSs' operations. In particular, while state income tax regimes often parallel the U.S. federal income tax regime for REITs, many states do not completely follow federal rules, and some may not follow them at all.

We continue to monitor our REIT compliance in order to maintain our qualification for U.S. federal income taxation as a REIT. For this and other reasons, as necessary, we may convert some of our data center operations in other countries into the REIT structure in future periods.

On September 18, 2024, we paid a quarterly cash dividend of \$4.26 per share. On October 30, 2024, we declared a quarterly cash dividend of \$4.26 per share, payable on December 11, 2024, to our common stockholders

of record as of the close of business on November 13, 2024. We expect all of our 2024 quarterly distributions and other applicable distributions to equal or exceed our REIT taxable income to be recognized in 2024.

**2024 Highlights:**

- In April, we sold the Silicon Valley 12 ("SV12") data center site in connection with the formation of a new joint venture to develop and operate an xScale data center in the Americas region (the "AMER 2 Joint Venture"). Upon closing, we contributed \$26 million in exchange for a 20% partnership interest in the joint venture. See Note 5 within the Condensed Consolidated Financial Statements.
- In May, we issued \$750 million aggregate principal amount of 5.500% senior notes due June 15, 2034 (the "2034 Notes"). See Note 9 within the Condensed Consolidated Financial Statements.
- In July, we entered into an agreement to acquire three data centers in the Philippines from Total Information Management ("TIM") for a stated purchase price of \$180 million subject to certain adjustments. The acquisition is expected to close in the first quarter of 2025, subject to customary closing conditions.
- In August and September, we sold 1,212,810 shares under the 2022 ATM Program. 569,382 shares were sold on a spot basis and 643,428 were sold through the settlement of outstanding forward sale agreements, for approximately \$467 million and \$509 million, respectively, net of commissions and other offering expenses. See Note 11 within the Condensed Consolidated Financial Statements.
- In September, we issued €600 million, or approximately \$664 million in U.S. dollars, at the exchange rate in effect on September 3, 2024, aggregate principal amount of 3.650% senior notes due September 3, 2033 (the "2033 Euro Notes") and CHF100 million, or approximately \$118 million in U.S. dollars, at the exchange rate in effect on September 4, 2024, aggregate principal amount of 1.558% senior notes due September 4, 2029 (the "2029 CHF Notes"). See Note 9 within the Condensed Consolidated Financial Statements.
- In October, we entered into an agreement to form a joint venture to develop and operate xScale data centers in the Americas region (the "AMER 3 Joint Venture"), subject to regulatory approval and other closing conditions. See Note 13 within the Condensed Consolidated Financial Statements.
- In October, we established a program to succeed the 2022 ATM Program, under which we may, from time to time, offer and sell on a spot or forward basis up to an aggregate of \$2.0 billion of our common stock to or through sales agents in "at the market" transactions (the "2024 ATM Program"). No sales have been made under the 2024 ATM Program to date. See Note 13 within the Condensed Consolidated Financial Statements.

**Results of Operations**

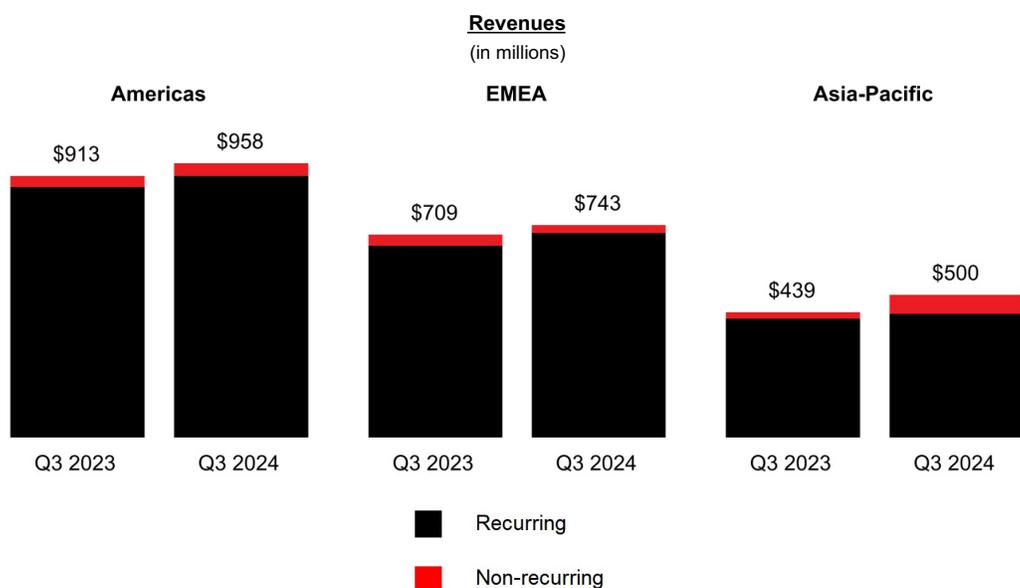
In order to provide a framework for assessing our performance excluding the impact of foreign currency fluctuations, we supplement the year-over-year actual change in results of operations with comparative changes on a constant currency basis. Presenting constant currency results of operations is a non-GAAP financial measure. See "Non-GAAP Financial Measures" below for further discussion.

**Three Months Ended September 30, 2024 and 2023**

**Revenues.** Our revenues for the three months ended September 30, 2024 and 2023 were generated from the following revenue classifications and geographic regions (\$ in millions):

	Three Months Ended September 30,				\$ Change		% Change	
	2024	%	2023	%	Actual	Actual	Constant Currency <sup>(1)</sup>	
<b>Americas:</b>								
Recurring revenues	\$ 914	42 %	\$ 872	42 %	\$ 42	5 %	6 %	
Non-recurring revenues	44	2 %	41	2 %	3	7 %	7 %	
	958	44 %	913	44 %	45	5 %	6 %	
<b>EMEA:</b>								
Recurring revenues	713	32 %	673	33 %	40	6 %	4 %	
Non-recurring revenues	30	1 %	36	2 %	(6)	(17)%	(18) %	
	743	33 %	709	35 %	34	5 %	3 %	
<b>Asia-Pacific:</b>								
Recurring revenues	432	20 %	416	20 %	16	4 %	5 %	
Non-recurring revenues	68	3 %	23	1 %	45	196 %	198 %	
	500	23 %	439	21 %	61	14 %	15 %	
<b>Total:</b>								
Recurring revenues	2,059	94 %	1,961	95 %	98	5 %	5 %	
Non-recurring revenues	142	6 %	100	5 %	42	42 %	42 %	
	\$ 2,201	100 %	\$ 2,061	100 %	\$ 140	7 %	7 %	

<sup>(1)</sup> As defined in the "Non-GAAP Financial Measures" section in Item 2 of this Quarterly Report on Form 10-Q.



**Americas Revenues.** During the three months ended September 30, 2024, Americas revenues increased by \$45 million or 5% (6% on a constant currency basis). Growth in Americas revenues was primarily due to:

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- approximately \$29 million of incremental revenues generated from IBX data centers which opened within the twelve months ended September 30, 2024; and
- an increase in orders from both our existing customers and new customers during the period.

**EMEA Revenues.** During the three months ended September 30, 2024, EMEA revenues increased by \$34 million or 5% (3% on a constant currency basis). Growth in EMEA revenues was primarily due to:

- approximately \$6 million of incremental revenues generated from IBX data centers which opened within the twelve months ended September 30, 2024; and
- an increase in orders from both our existing customers and new customers during the period.

**Asia-Pacific Revenues.** During the three months ended September 30, 2024, Asia-Pacific revenues increased by \$61 million or 14% (15% on a constant currency basis). Growth in Asia-Pacific revenues was primarily due to:

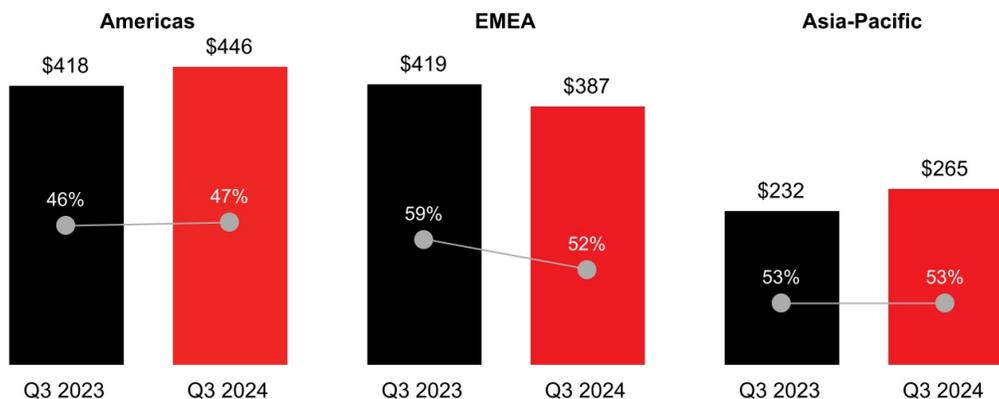
- \$51 million of incremental revenues from non-recurring services provided to our joint ventures; and
- approximately \$10 million of incremental revenues generated from IBX data centers which opened within the twelve months ended September 30, 2024.

**Cost of Revenues.** Our cost of revenues for the three months ended September 30, 2024 and 2023 by geographic regions was as follows (\$ in millions):

	Three Months Ended September 30,				\$ Change		% Change	
	2024	%	2023	%	Actual	Actual	Constant Currency	
Americas	\$ 446	41 %	\$ 418	39 %	\$ 28	7 %	8 %	
EMEA	387	35 %	419	39 %	(32)	(8) %	(8) %	
Asia-Pacific	265	24 %	232	22 %	33	14 %	15 %	
Total	\$ 1,098	100 %	\$ 1,069	100 %	\$ 29	3 %	4 %	

**Cost of Revenues**

(\$ in millions; percentages indicate expenses as a percentage of revenues)



**Americas Cost of Revenues.** During the three months ended September 30, 2024, Americas cost of revenues increased by \$28 million or 7% (8% on a constant currency basis). The increase in our Americas cost of revenues was primarily due to:

- \$8 million of higher depreciation driven by IBX data center expansions;
- \$7 million of higher rent and facilities costs; and
- \$6 million of higher utilities costs, primarily driven by increases in power costs and higher utility usage.

**EMEA Cost of Revenues.** During the three months ended September 30, 2024, EMEA cost of revenues decreased by \$32 million or 8% (and also 8% on a constant currency basis). The decrease in our EMEA cost of revenues was primarily due to lower utilities costs as a result of decreases in power costs in the United Kingdom and France.

**Asia-Pacific Cost of Revenues.** During the three months ended September 30, 2024, Asia-Pacific cost of revenues increased by \$33 million or 14% (15% on a constant currency basis) primarily due to \$22 million of costs to provide non-recurring services and \$8 million of higher depreciation driven by IBX expansions.

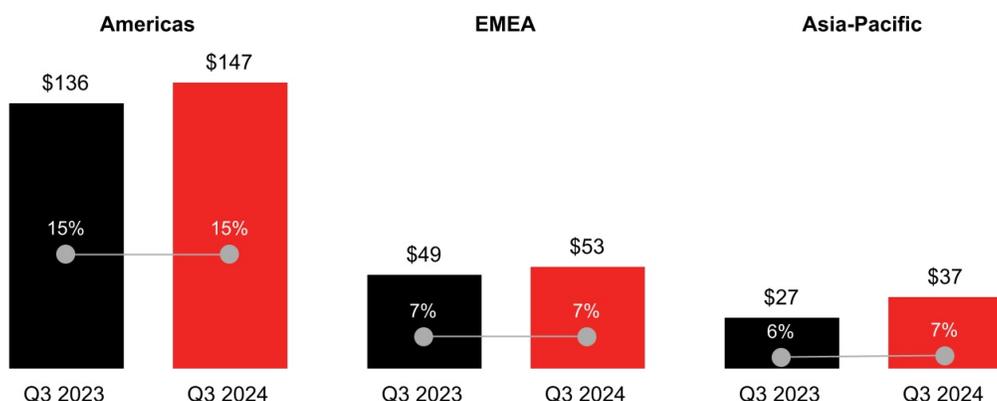
We expect cost of revenues to increase across all three regions in line with the growth of our business, including from the impact of acquisitions.

**Sales and Marketing Expenses.** Our sales and marketing expenses for the three months ended September 30, 2024 and 2023 by geographic regions were as follows (\$ in millions):

	Three Months Ended September 30,				\$ Change		% Change	
	2024	%	2023	%	Actual	Actual	Constant Currency	
Americas	\$ 147	62 %	\$ 136	64 %	\$ 11	8 %	9 %	
EMEA	53	22 %	49	23 %	4	8 %	9 %	
Asia-Pacific	37	16 %	27	13 %	10	37 %	36 %	
Total	\$ 237	100 %	\$ 212	100 %	\$ 25	12 %	12 %	

**Sales and Marketing Expenses**

(\$ in millions; percentages indicate expenses as a percentage of revenues)



**Americas Sales and Marketing Expenses.** During the three months ended September 30, 2024, Americas sales and marketing expense increased by \$11 million or 8% (9% on a constant currency basis). The increase in our Americas sales and marketing expense was driven by higher bad debt expense, advertising and consulting costs.

**EMEA Sales and Marketing Expenses.** Our EMEA sales and marketing expense did not materially change during the three months ended September 30, 2024 as compared to the three months ended September 30, 2023.

**Asia-Pacific Sales and Marketing Expenses.** During the three months ended September 30, 2024, Asia-Pacific sales and marketing expense increased by \$10 million or 37% (36% on a constant currency basis). The increase in our Asia-Pacific sales and marketing expense was primarily due to higher bad debt expense.

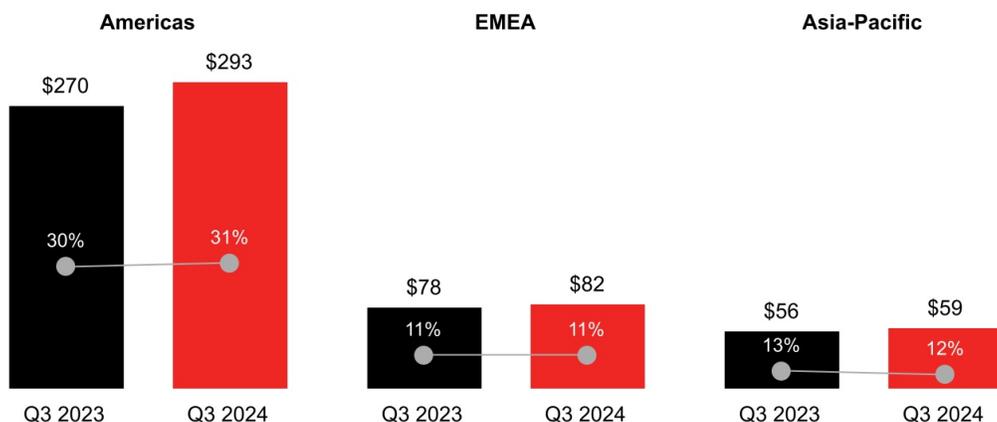
We anticipate that we will continue to invest in sales and marketing initiatives across our three regions in line with the growth of our business. We expect our Americas sales and marketing expenses as a percentage of revenues to continue to be higher than those of our other regions since certain global sales and marketing functions are located within the U.S.

**General and Administrative Expenses.** Our general and administrative expenses for the three months ended September 30, 2024 and 2023 by geographic regions were as follows (\$ in millions):

	Three Months Ended September 30,				\$ Change		% Change	
	2024	%	2023	%	Actual	Actual	Constant Currency	
Americas	\$ 293	67 %	\$ 270	67 %	\$ 23	9 %	9 %	
EMEA	82	19 %	78	19 %	4	5 %	3 %	
Asia-Pacific	59	14 %	56	14 %	3	5 %	5 %	
Total	\$ 434	100 %	\$ 404	100 %	\$ 30	7 %	7 %	

**General and Administrative Expenses**

(\$ in millions; percentages indicate expenses as a percentage of revenues)



**Americas General and Administrative Expenses.** During the three months ended September 30, 2024, Americas general and administrative expenses increased by \$23 million or 9% (and also 9% on a constant currency basis). The increase in our Americas general and administrative expenses was primarily due to:

- \$13 million of higher depreciation expenses associated with back-office systems to support the growth of our business; and
- \$12 million of higher office expenses primarily due to additional software and support services.

**EMEA General and Administrative Expenses.** Our EMEA general and administrative expenses did not materially change during the three months ended September 30, 2024 as compared to the three months ended September 30, 2023.

**Asia-Pacific General and Administrative Expenses.** Our Asia-Pacific general and administrative expenses did not materially change during the three months ended September 30, 2024 as compared to the three months ended September 30, 2023.

Going forward, although we are carefully monitoring our spending, we expect our general and administrative expenses to increase across all three regions as we continue to invest in our operations to support our growth, including investments to enhance our technology platform, to maintain our qualification for taxation as a REIT and to integrate recent acquisitions. Additionally, since our corporate headquarters is located in the U.S., we expect the Americas general and administrative expenses as a percentage of revenues to continue to be higher than other regions.

**Transaction Costs.** During the three months ended September 30, 2024, we recorded transaction costs totaling \$7 million, primarily related to costs incurred in connection with the formation of new joint ventures. During the three months ended September 30, 2023, we did not record a significant amount of transaction costs. See Note 5 within the Condensed Consolidated Financial Statements.

**Gain or Loss on Asset Sales.** During the three months ended September 30, 2024 and 2023, we did not record a significant amount of gain or loss on asset sales.

**Income from Operations.** Our income from operations for the three months ended September 30, 2024 and 2023 by geographic regions was as follows (\$ in millions):

	Three Months Ended September 30,				\$ Change		% Change
	2024	%	2023	%	Actual	Actual	Constant Currency
Americas	\$ 67	16 %	\$ 88	23 %	\$ (21)	(24)%	(19) %
EMEA	219	52 %	169	45 %	50	30 %	26 %
Asia-Pacific	139	32 %	124	32 %	15	12 %	14 %
Total	\$ 425	100 %	\$ 381	100 %	\$ 44	12 %	12 %

**Americas Income from Operations.** During the three months ended September 30, 2024, Americas income from operations decreased by \$21 million or 24% (19% on a constant currency basis), primarily due to higher depreciation expense and other costs to support business growth, partially offset by higher revenues as a result of our IBX data center expansion activity and organic growth, as described above.

**EMEA Income from Operations.** During the three months ended September 30, 2024, EMEA income from operations increased by \$50 million or 30% (26% on a constant currency basis), primarily due to higher revenues as a result of IBX data center expansion activity and organic growth, and lower utilities costs as described above.

**Asia-Pacific Income from Operations.** During the three months ended September 30, 2024, Asia-Pacific income from operations increased by \$15 million or 12% (14% on a constant currency basis), primarily due to higher revenues as a result of non-recurring services provided to our joint ventures and IBX data center expansion activity, partially offset by increased costs to provide non-recurring services, as described above.

**Interest Income.** Interest income was \$35 million, with an annualized yield of 5.32%, for the three months ended September 30, 2024 and was \$23 million, with an annualized yield of 3.93%, for the three months ended September 30, 2023. The increase was primarily due to interest income earned on time deposits as well as on the AMER 2 Loan further described in Note 5 within the Condensed Consolidated Financial Statements.

**Interest Expense.** Interest expense increased to \$117 million for the three months ended September 30, 2024 from \$102 million for the three months ended September 30, 2023, primarily due to debt issuances in 2024, including 5.500% Senior Notes due 2034, 3.650% Euro Senior Notes due 2033 and 1.558% Swiss Franc Senior Notes due 2029. During the three months ended September 30, 2024 and 2023, we capitalized \$9 million and \$6 million, respectively, of interest expense to construction in progress. See Note 9 within the Condensed Consolidated Financial Statements.

**Other Income or Expense.** We did not record a significant amount of other income or expense during the three months ended September 30, 2024 and 2023.

**Gain or Loss on Debt Extinguishment.** We did not record a significant amount of gain or loss on debt extinguishment during the three months ended September 30, 2024 and 2023.

**Income Taxes.** We operate as a REIT for U.S. federal income tax purposes. As a REIT, we are generally not subject to U.S. federal income taxes on our taxable income distributed to stockholders. We intend to distribute or have distributed the entire taxable income generated by the operations of our REIT and QRSs for the tax years ending December 31, 2024 and 2023, respectively. As such, other than certain state income taxes and foreign income and withholding taxes, no provision for income taxes has been included for our REIT and QRSs in the accompanying condensed consolidated financial statements for the three months ended September 30, 2024 and 2023.

We have made TRS elections for some of our subsidiaries in and outside the U.S. In general, a TRS may provide services that would otherwise be considered impermissible for REITs to provide and may hold assets that may not be REIT compliant.

U.S. income taxes for the TRS entities located in the U.S. and foreign income taxes for our foreign operations, regardless of whether the foreign operations are operated as QRSs or TRSs, have been accrued, as necessary, for the three months ended September 30, 2024 and 2023.

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For the three months ended September 30, 2024 and 2023, we recorded \$54 million and \$20 million of income tax expense, respectively. Our effective tax rates were 15.4% and 6.8% for the three months ended September 30, 2024 and 2023, respectively. The increase in the effective tax rate for the three months ended September 30, 2024 as compared to the same period in 2023 was primarily due to the reversal of uncertain tax positions of approximately \$13 million in 2023 resulting from the settlement of tax audits in the EMEA region.

**Adjusted EBITDA.** Adjusted EBITDA is a key factor in how we assess the operating performance of our segments and develop regional growth strategies such as IBX data center expansion decisions. We define adjusted EBITDA as net income excluding income tax expense, interest income, interest expense, other income or expense, gain or loss on debt extinguishment, depreciation, amortization, accretion, stock-based compensation expense, restructuring charges, impairment charges, transaction costs, and gain or loss on asset sales. See "Non-GAAP Financial Measures" below for more information about adjusted EBITDA and a reconciliation of adjusted EBITDA to net income. Our adjusted EBITDA for the three months ended September 30, 2024 and 2023 by geographic regions was as follows (\$ in millions):

	Three Months Ended September 30,				\$ Change		% Change	
	2024	%	2023	%	Actual	Actual	Constant Currency	
Americas	\$ 427	41 %	\$ 405	43 %	\$ 22	5 %	7 %	
EMEA	372	35 %	310	33 %	62	20 %	19 %	
Asia-Pacific	249	24 %	221	24 %	28	13 %	14 %	
Total	\$ 1,048	100 %	\$ 936	100 %	\$ 112	12 %	12 %	

**Americas Adjusted EBITDA.** During the three months ended September 30, 2024, Americas adjusted EBITDA increased by \$22 million or 5% (7% on a constant currency basis), primarily due to higher revenues as a result of IBX data center expansion activity and organic growth, partially offset by an increase in costs to support business growth, as described above.

**EMEA Adjusted EBITDA.** During the three months ended September 30, 2024, EMEA adjusted EBITDA increased by \$62 million or 20% (19% increase on a constant currency basis), primarily due to higher revenues as a result of our IBX data center expansion activity and organic growth, and lower utilities costs as described above.

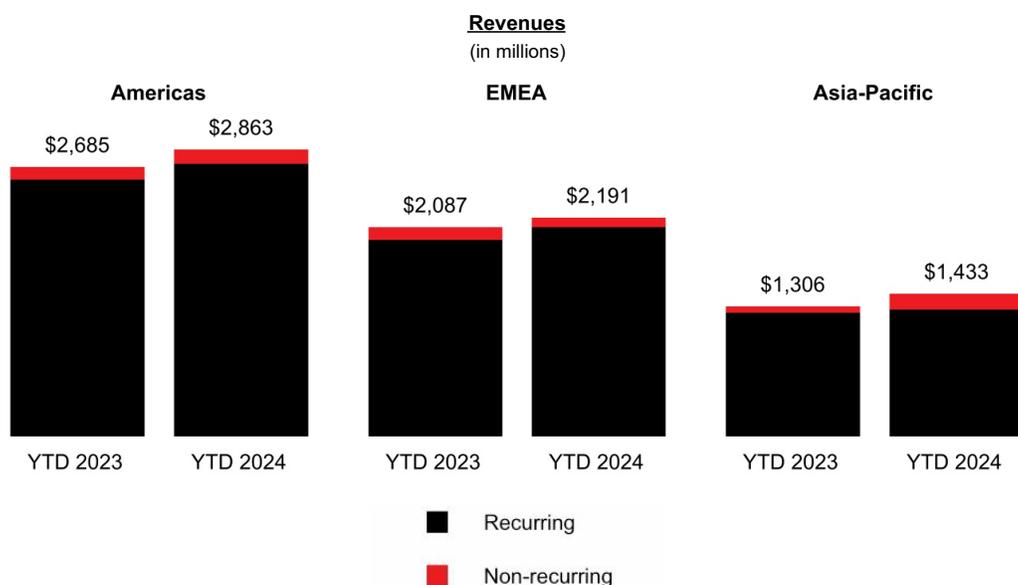
**Asia-Pacific Adjusted EBITDA.** During the three months ended September 30, 2024, Asia-Pacific adjusted EBITDA increased by \$28 million or 13% (14% increase on a constant currency basis), primarily due to higher revenues as a result of non-recurring services provided to our joint ventures and IBX data center expansion activity, partially offset by increased costs to provide non-recurring services, as described above.

**Nine Months Ended September 30, 2024 and 2023**

**Revenues.** Our revenues for the nine months ended September 30, 2024 and 2023 were generated from the following revenue classifications and geographic regions (\$ in millions):

	Nine Months Ended September 30,				\$ Change		% Change
	2024	%	2023	%	Actual	Actual	Constant Currency <sup>(1)</sup>
<b>Americas:</b>							
Recurring revenues	\$ 2,724	42 %	\$ 2,564	43 %	\$ 160	6 %	7 %
Non-recurring revenues	139	2 %	121	2 %	18	15 %	14 %
	<u>2,863</u>	<u>44 %</u>	<u>2,685</u>	<u>45 %</u>	<u>178</u>	<u>7 %</u>	<u>7 %</u>
<b>EMEA:</b>							
Recurring revenues	2,089	32 %	1,971	32 %	118	6 %	6 %
Non-recurring revenues	102	2 %	116	2 %	(14)	(12)%	(13) %
	<u>2,191</u>	<u>34 %</u>	<u>2,087</u>	<u>34 %</u>	<u>104</u>	<u>5 %</u>	<u>5 %</u>
<b>Asia-Pacific:</b>							
Recurring revenues	1,280	20 %	1,234	20 %	46	4 %	6 %
Non-recurring revenues	153	2 %	72	1 %	81	113 %	122 %
	<u>1,433</u>	<u>22 %</u>	<u>1,306</u>	<u>21 %</u>	<u>127</u>	<u>10 %</u>	<u>13 %</u>
<b>Total:</b>							
Recurring revenues	6,093	94 %	5,769	95 %	324	6 %	6 %
Non-recurring revenues	394	6 %	309	5 %	85	28 %	29 %
	<u>\$ 6,487</u>	<u>100 %</u>	<u>\$ 6,078</u>	<u>100 %</u>	<u>\$ 409</u>	<u>7 %</u>	<u>8 %</u>

<sup>(1)</sup> As defined in the "Non-GAAP Financial Measures" section in Item 2 of this Quarterly Report on Form 10-Q.



**Americas Revenues.** During the nine months ended September 30, 2024, Americas revenues increased by \$178 million or 7% (and also 7% on a constant currency basis). Growth in Americas revenues was primarily due to:

- approximately \$78 million of incremental revenues generated from IBX data centers which opened within the twelve months ended September 30, 2024;
- \$17 million of incremental revenues from non-recurring services provided to our joint ventures; and
- an increase in orders from both our existing customers and new customers during the period.

**EMEA Revenues.** During the nine months ended September 30, 2024, EMEA revenues increased by \$104 million or 5% (and also 5% on a constant currency basis). The increase in EMEA revenues was primarily due to an increase in orders from both our existing customers and new customers during the period and approximately \$19 million of incremental revenues generated from IBX data centers which opened within the twelve months ended September 30, 2024.

**Asia-Pacific Revenues.** During the nine months ended September 30, 2024, Asia-Pacific revenues increased by \$127 million or 10% (13% on a constant currency basis). Growth in Asia-Pacific revenues was primarily due to:

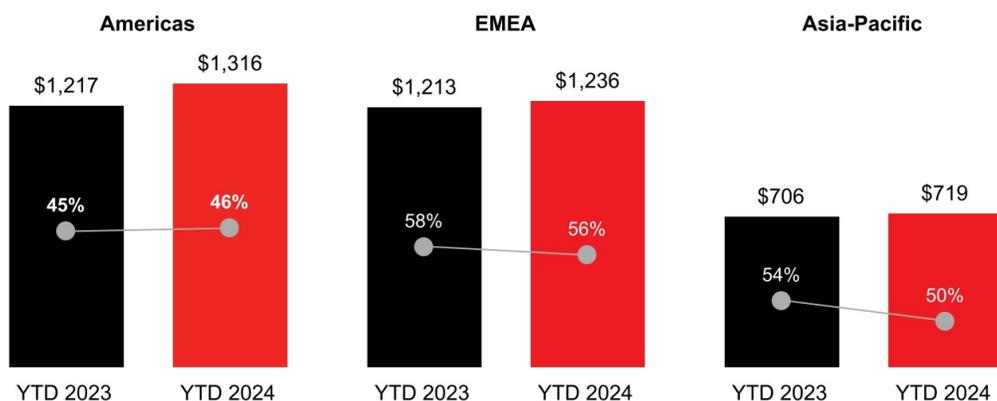
- \$91 million of incremental revenues from non-recurring services provided to our joint ventures;
- approximately \$20 million of incremental revenues generated from IBX data centers which opened within the twelve months ended September 30, 2024; and
- an increase in orders from both our existing customers and new customers during the period.

**Cost of Revenues.** Our cost of revenues for the nine months ended September 30, 2024 and 2023 by geographic regions was as follows (\$ in millions):

	Nine Months Ended September 30,				\$ Change		% Change	
	2024	%	2023	%	Actual	Actual	Constant Currency	
Americas	\$ 1,316	40 %	\$ 1,217	39 %	\$ 99	8 %	9 %	
EMEA	1,236	38 %	1,213	38 %	23	2 %	2 %	
Asia-Pacific	719	22 %	706	23 %	13	2 %	5 %	
Total	\$ 3,271	100 %	\$ 3,136	100 %	\$ 135	4 %	5 %	

**Cost of Revenues**

(\$ in millions; percentages indicate expenses as a percentage of revenues)



**Americas Cost of Revenues.** During the nine months ended September 30, 2024, Americas cost of revenues increased by \$99 million or 8% (9% on a constant currency basis). The increase in our Americas cost of revenues was primarily due to:

- approximately \$47 million of higher depreciation expense driven by IBX data center expansions and acceleration of depreciation expense for certain assets with shortened useful lives;

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- \$19 million of higher utilities costs, primarily driven by increases in power costs and higher utility usage;
- \$18 million of higher rent and facilities costs;
- \$15 million of higher compensation costs, including salaries, bonuses and stock-based compensation, primarily due to headcount growth; and
- \$12 million of higher property tax expense.

The increase was partially offset by a decrease of \$11 million in one-time software expenses related to our managed services business.

**EMEA Cost of Revenues.** During the nine months ended September 30, 2024, EMEA cost of revenues increased by \$23 million or 2% (and also 2% on a constant currency basis). The increase in our EMEA cost of revenues was primarily driven by \$22 million of higher depreciation expense driven by IBX data center expansions and acceleration of depreciation expense for certain assets with shortened useful lives.

**Asia-Pacific Cost of Revenues.** During the nine months ended September 30, 2024, Asia-Pacific cost of revenues increased by \$13 million or 2% (5% on a constant currency basis). The increase in our Asia-Pacific cost of revenues was primarily due to \$22 million of costs to provide non-recurring services and \$10 million of higher depreciation expense driven by IBX data center expansions and acceleration of depreciation expense for certain assets with shortened useful lives.

The increase was partially offset by lower utilities costs, driven by decreases in power costs and lower utility usage in Hong Kong, Japan and Singapore.

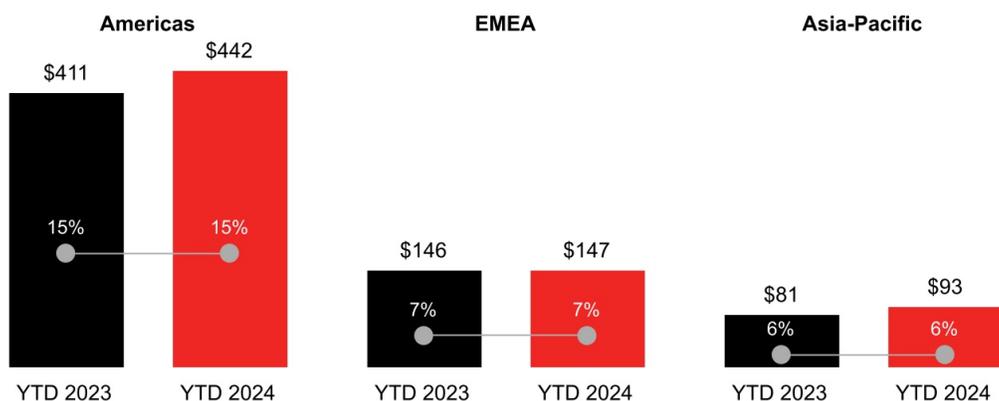
We expect cost of revenues to increase across all three regions in line with the growth of our business, including from the impact of acquisitions.

**Sales and Marketing Expenses.** Our sales and marketing expenses for the nine months ended September 30, 2024 and 2023 by geographic regions were as follows (\$ in millions):

	Nine Months Ended September 30,				\$ Change		% Change	
	2024	%	2023	%	Actual	Actual	Constant Currency	
Americas	\$ 442	64 %	\$ 411	64 %	\$ 31	8 %	7 %	
EMEA	147	22 %	146	23 %	1	1 %	3 %	
Asia-Pacific	93	14 %	81	13 %	12	15 %	17 %	
Total	\$ 682	100 %	\$ 638	100 %	\$ 44	7 %	7 %	

### Sales and Marketing Expenses

(\$ in millions; percentages indicate expenses as a percentage of revenues)



**Americas Sales and Marketing Expenses.** During the nine months ended September 30, 2024, Americas sales and marketing expenses increased by \$31 million or 8% (7% on a constant currency basis). The increase in our Americas sales and marketing expenses was primarily due to:

- \$8 million of higher compensation costs, including salaries, bonuses and stock-based compensation, attributable to headcount growth;
- \$7 million of higher travel and entertainment expenses; and
- \$6 million of higher advertising costs including online ads, design services and marketing research.

**EMEA Sales and Marketing Expenses.** Our EMEA sales and marketing expense did not materially change during the nine months ended September 30, 2024 as compared to the nine months ended September 30, 2023.

**Asia-Pacific Sales and Marketing Expenses.** During the nine months ended September 30, 2024, Asia-Pacific sales and marketing expense increased by \$12 million or 15% (17% on a constant currency basis). The increase in our Asia-Pacific sales and marketing expenses was primarily due to an increase in bad debt expense and compensation costs including salaries, bonuses and stock-based compensation, attributable to headcount growth.

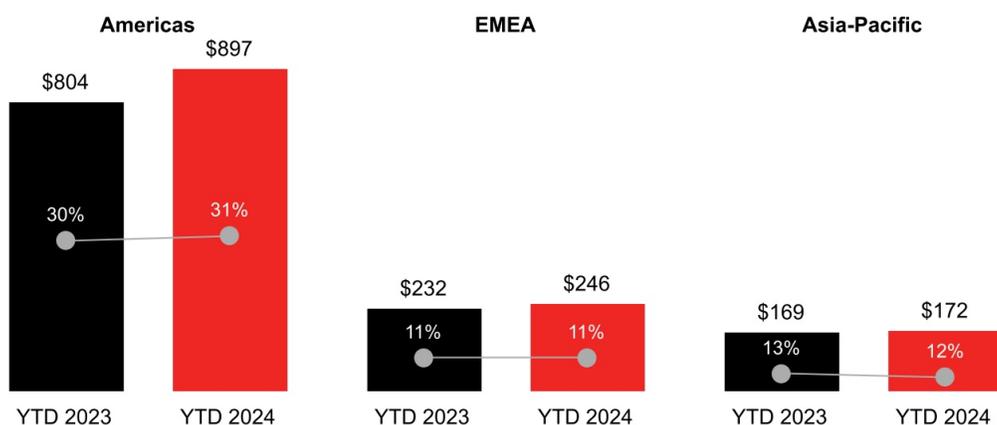
We anticipate that we will continue to invest in sales and marketing initiatives across our three regions in line with the growth of our business. We expect our Americas sales and marketing expenses as a percentage of revenues to be higher than those of our other regions since certain global sales and marketing functions are located within the U.S.

**General and Administrative Expenses.** Our general and administrative expenses for the nine months ended September 30, 2024 and 2023 by geographic regions were as follows (\$ in millions):

	Nine Months Ended September 30,				\$ Change		% Change	
	2024	%	2023	%	Actual	Actual	Constant Currency	
Americas	\$ 897	68 %	\$ 804	67 %	\$ 93	12 %	12 %	
EMEA	246	19 %	232	19 %	14	6 %	5 %	
Asia-Pacific	172	13 %	169	14 %	3	2 %	4 %	
Total	\$ 1,315	100 %	\$ 1,205	100 %	\$ 110	9 %	9 %	

**General and Administrative Expenses**

(\$ in millions; percentages indicate expenses as a percentage of revenues)



**Americas General and Administrative Expenses.** During the nine months ended September 30, 2024, Americas general and administrative expenses increased by \$93 million or 12% (and also 12% on a constant currency basis). The increase in our Americas general and administrative expenses was primarily due to:

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- \$52 million of higher depreciation expense associated with back-office systems to support the growth of our business;
- \$19 million of higher compensation costs, including salaries, bonuses and stock-based compensation, primarily due to headcount growth;
- \$13 million of higher software costs; and
- \$11 million of higher consulting and legal fees.

**EMEA General and Administrative Expenses.** During the nine months ended September 30, 2024, EMEA general and administrative expenses increased by \$14 million or 6% (5% on a constant currency basis). The increase in our EMEA general and administrative expenses was primarily due to higher compensation costs, including salaries, bonuses and stock-based compensation, primarily due to headcount growth.

**Asia-Pacific General and Administrative Expenses.** Our Asia-Pacific general and administrative expenses did not materially change during the nine months ended September 30, 2024 compared to the nine months ended September 30, 2023.

Going forward, although we are carefully monitoring our spending, we expect our general and administrative expenses to increase across all three regions as we continue to invest in our operations to support our growth, including investments to enhance our technology platform, to maintain our qualification for taxation as a REIT and to integrate recent acquisitions. Additionally, given that our corporate headquarters is located in the U.S., we expect the Americas general and administrative expenses as a percentage of revenues to be higher than those of other regions.

**Transaction costs.** During the nine months ended September 30, 2024 and 2023, we recorded transaction costs totaling \$12 million and \$7 million, respectively. These transaction costs primarily related to costs incurred in connection with the formation of new joint ventures. See Note 5 within the Condensed Consolidated Financial Statements.

**Gain or Loss on Asset Sales.** During the nine months ended September 30, 2024, we recorded a gain of \$18 million, primarily related to the sale of the Silicon Valley 12 ("SV12") data center. During the nine months ended September 30, 2023, we did not record a significant amount of gain or loss on asset sales. See Note 5 within the Condensed Consolidated Financial Statements.

**Income from Operations.** Our income from operations for the nine months ended September 30, 2024 and 2023 by geographic regions was as follows (\$ in millions):

	Nine Months Ended September 30,				\$ Change Actual	% Change	
	2024	%	2023	%		Actual	Constant Currency
Americas	\$ 217	17 %	\$ 244	22 %	\$ (27)	(11) %	(10) %
EMEA	559	46 %	504	46 %	55	11 %	11 %
Asia-Pacific	449	37 %	349	32 %	100	29 %	32 %
Total	\$ 1,225	100 %	\$ 1,097	100 %	\$ 128	12 %	13 %

**Americas Income from Operations.** During the nine months ended September 30, 2024, Americas income from operations decreased by \$27 million or 11% (10% on a constant currency basis), primarily due to higher depreciation expense, utilities costs and other costs to support business growth, partially offset by higher revenues as a result of non-recurring services provided to our joint ventures, IBX data center expansion activity and organic growth, as described above.

**EMEA Income from Operations.** During the nine months ended September 30, 2024, EMEA income from operations increased by \$55 million or 11% (and also 11% on a constant currency basis), primarily due to higher revenues as a result of IBX data center expansion activity and organic growth, as described above.

**Asia-Pacific Income from Operations.** During the nine months ended September 30, 2024, Asia-Pacific income from operations increased by \$100 million or 29% (32% on a constant currency basis), primarily due to higher revenues as a result of non-recurring services provided to our joint ventures, IBX data center expansion activity and organic growth, and lower utilities costs, as described above.

**Interest Income.** Interest income was \$88 million, with an annualized yield of 5.88%, for the nine months ended September 30, 2024 and was \$66 million, with an annualized yield of 3.74% for the nine months ended September 30, 2023. The increase was primarily due to interest income earned on time deposits as well as on the AMER 2 Loan further described in Note 5 within the Condensed Consolidated Financial Statements.

**Interest Expense.** Interest expense increased to \$331 million for the nine months ended September 30, 2024 from \$299 million for the nine months ended September 30, 2023, primarily due to debt issuances in 2024, including 5.500% Senior Notes due 2034, 3.650% Euro Senior Notes due 2033 and 1.558% Swiss Franc Senior Notes due 2029. During the nine months ended September 30, 2024 and 2023, we capitalized \$27 million and \$18 million, respectively, of interest expense to construction in progress. See Note 9 within the Condensed Consolidated Financial Statements.

**Other Income or Expense.** We did not record a significant amount of other income or expense during the nine months ended September 30, 2024 and 2023. See Note 5 within the Condensed Consolidated Financial Statements.

**Gain or Loss on Debt Extinguishment.** We did not record a significant amount of gain or loss on debt extinguishment during the nine months ended September 30, 2024 and 2023.

**Income Taxes.** We operate as a REIT for U.S. federal income tax purposes. As a REIT, we are generally not subject to U.S. federal income taxes on our taxable income distributed to stockholders. We intend to distribute or have distributed the entire taxable income generated by the operations of our REIT and QRSs for the tax years ending December 31, 2024 and 2023, respectively. As such, other than state income taxes and foreign income and withholding taxes, no provision for income taxes has been included for our REIT and QRSs in the accompanying condensed consolidated financial statements for the nine months ended September 30, 2024 and 2023.

We have made TRS elections for some of our subsidiaries in and outside the U.S. In general, a TRS may provide services that would otherwise be considered impermissible for REITs to provide and may hold assets that may not be REIT compliant.

U.S. income taxes for the TRS entities located in the U.S. and foreign income taxes for our foreign operations regardless of whether the foreign operations are operated as QRSs or TRSs have been accrued, as necessary, for the nine months ended September 30, 2024 and 2023.

For the nine months ended September 30, 2024 and 2023, we recorded \$147 million and \$112 million of income tax expense, respectively. Our effective tax rates were 15.1% and 13.2%, for the nine months ended September 30, 2024 and 2023, respectively. The increase in the effective tax rate for the nine months ended September 30, 2024 as compared to the same period in 2023 was primarily due to the reversal or uncertain tax positions of approximately \$13 million in 2023 resulting from the settlement of tax audits in the EMEA region.

**Adjusted EBITDA.** Adjusted EBITDA is a key factor in how we assess the operating performance of our segments and develop regional growth strategies such as IBX data center expansion decisions. We define adjusted EBITDA as net income excluding income tax expense, interest income, interest expense, other income or expense, gain or loss on debt extinguishment, depreciation, amortization, accretion, stock-based compensation expense, restructuring charges, impairment charges, transaction costs, and gain or loss on asset sales. See "Non-GAAP Financial Measures" below for more information about adjusted EBITDA and a reconciliation of adjusted EBITDA to net income. Our adjusted EBITDA for the nine months ended September 30, 2024 and 2023 by geographic regions was as follows (\$ in millions):

	Nine Months Ended September 30,				\$ Change		% Change	
	2024	%	2023	%	Actual	Actual	Constant Currency	
Americas	\$ 1,287	42 %	\$ 1,203	43 %	\$ 84	7 %	8 %	
EMEA	1,024	33 %	932	34 %	92	10 %	10 %	
Asia-Pacific	765	25 %	647	23 %	118	18 %	21 %	
Total	\$ 3,076	100 %	\$ 2,782	100 %	\$ 294	11 %	12 %	

**Americas Adjusted EBITDA.** During the nine months ended September 30, 2024, Americas adjusted EBITDA increased by \$84 million or 7% (8% on a constant currency basis), primarily due to higher revenues as a result of non-recurring services provided to our joint ventures, IBX data center expansion activity and organic growth, as described above.

**EMEA Adjusted EBITDA.** During the nine months ended September 30, 2024, EMEA adjusted EBITDA increased by \$92 million or 10% (and also 10% on a constant currency basis), primarily due to higher revenues as a result of IBX data center expansion activity and organic growth, as described above.

**Asia-Pacific Adjusted EBITDA.** During the nine months ended September 30, 2024, Asia-Pacific adjusted EBITDA increased by \$118 million or 18% (21% on a constant currency basis), primarily due to higher revenues as a result of non-recurring services provided to our joint ventures, IBX data center expansion activity and organic growth, and lower utilities costs, as described above.

### **Non-GAAP Financial Measures**

We provide all information required in accordance with GAAP, but we believe that evaluating our ongoing results of operations may be difficult if limited to reviewing only GAAP financial measures. Accordingly, we use non-GAAP financial measures to evaluate our operations.

Non-GAAP financial measures are not a substitute for financial information prepared in accordance with GAAP. Non-GAAP financial measures should not be considered in isolation, but should be considered together with the most directly comparable GAAP financial measures and the reconciliation of the non-GAAP financial measures to the most directly comparable GAAP financial measures. We have presented such non-GAAP financial measures to provide investors with an additional tool to evaluate our results of operations in a manner that focuses on what management believes to be our core, ongoing business operations. We believe that the inclusion of these non-GAAP financial measures provides consistency and comparability with past reports and provides a better understanding of the overall performance of the business and ability to perform in subsequent periods. We believe that if we did not provide such non-GAAP financial information, investors would not have all the necessary data to analyze us effectively.

Investors should note that the non-GAAP financial measures used by us may not be the same non-GAAP financial measures, and may not be calculated in the same manner, as those of other companies. Investors should therefore exercise caution when comparing non-GAAP financial measures used by us to similarly titled non-GAAP financial measures of other companies.

Our primary non-GAAP financial measures, adjusted EBITDA and adjusted funds from operations ("AFFO"), exclude depreciation expense as these charges primarily relate to the initial construction costs of our IBX data centers and do not reflect our current or future cash spending levels to support our business. Our IBX data centers are long-lived assets and have an economic life greater than 10 years. The construction costs of an IBX data center do not recur with respect to such data center, and future capital expenditures remain minor relative to our initial investment throughout its useful life. Construction costs in future periods are primarily incurred with respect to additional IBX data centers. This is a trend we expect to continue. In addition, depreciation is also based on the estimated useful lives of our IBX data centers. These estimates could vary from actual performance of the asset, are based on historical costs incurred to build out our IBX data centers and are not indicative of current or expected future capital expenditures. Therefore, we exclude depreciation from our results of operations when evaluating our operations.

In addition, in presenting adjusted EBITDA and AFFO, we exclude amortization expense related to acquired intangible assets. Amortization expense is significantly affected by the timing and magnitude of our acquisitions and these charges may vary in amount from period to period. We exclude amortization expense to facilitate a more meaningful evaluation of our current operating performance and comparisons to our prior periods. We exclude accretion expense, both as it relates to asset retirement obligations as well as accrued restructuring charge liabilities, as these expenses represent costs which we believe are not meaningful in evaluating our current operations. We also exclude restructuring charges. Such charges include employee severance, facility closure costs, lease or other contract termination costs and advisory fees related to the realignment of our management structure, operations or products. We also exclude impairment charges related to goodwill or long-lived assets. We also exclude gain or loss on asset sales as it represents profit or loss that is not meaningful in evaluating the current or future operating performance. Additionally, we exclude transaction costs from AFFO and adjusted EBITDA to enhance the comparability of our financial results to our historical operations. The transaction costs relate to costs we incur in connection with business combinations and the formation of joint ventures, including advisory, legal, accounting, valuation, and other professional or consulting fees. Such charges generally are not relevant to assessing our long-term performance. In addition, the frequency and amount of such charges vary significantly based on the size and timing of the transactions. Management believes items such as restructuring charges, impairment charges, gain or loss on asset sales and transaction costs are non-core transactions; however, these types of costs may occur in future periods. Finally, we exclude stock-based compensation expense, as it can vary significantly from period to period based on share price, and the timing, size and nature of equity awards. As such, we, and many investors and analysts, exclude stock-based compensation expense to compare our results of operations with those of other companies.

**Adjusted EBITDA**

We define adjusted EBITDA as net income excluding income tax expense, interest income, interest expense, other income or expense, gain or loss on debt extinguishment, depreciation, amortization, accretion, stock-based compensation expense, restructuring charges, impairment charges, transaction costs, and gain or loss on asset sales as presented below (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net income	\$ 296	\$ 276	\$ 828	\$ 742
Income tax expense	54	20	147	112
Interest income	(35)	(23)	(88)	(66)
Interest expense	117	102	331	299
Other (income) expense	(7)	6	6	10
Loss on debt extinguishment	—	—	1	—
Depreciation, amortization, and accretion expense	494	462	1,509	1,382
Stock-based compensation expense	122	98	348	301
Transaction costs	7	(1)	12	7
Gain on asset sales	—	(4)	(18)	(5)
Adjusted EBITDA	<u>\$ 1,048</u>	<u>\$ 936</u>	<u>\$ 3,076</u>	<u>\$ 2,782</u>

Our adjusted EBITDA results have increased each year in total dollars due to the factors discussed earlier in "Results of Operations", as well as due to the nature of our business model consisting of a recurring revenue stream and a cost structure which has a large base that is fixed in nature, as also discussed in "Overview".

**Funds from Operations ("FFO") and AFFO**

We use FFO and AFFO, which are non-GAAP financial measures commonly used in the REIT industry. FFO is calculated in accordance with the standards established by the National Association of Real Estate Investment Trusts. FFO represents net income (loss), excluding gain (loss) from the disposition of real estate assets, depreciation and amortization on real estate assets and adjustments for unconsolidated joint ventures' and non-controlling interests' share of these items.

In presenting AFFO, we exclude certain items that we believe are not good indicators of our current or future operating performance. AFFO represents FFO excluding depreciation and amortization expense on non-real estate

assets, accretion, stock-based compensation, stock-based charitable contributions, restructuring charges, impairment charges, transaction costs, an installation revenue adjustment, a straight-line rent expense adjustment, a contract cost adjustment, amortization of deferred financing costs and debt discounts and premiums, gain (loss) on debt extinguishment, an income tax expense adjustment, recurring capital expenditures, net income (loss) from discontinued operations, net of tax, and adjustments from FFO to AFFO for unconsolidated joint ventures' and non-controlling interests' share of these items. The adjustments for installation revenue, straight-line rent expense and contract costs are intended to isolate the cash activity included within the straight-lined or amortized results in the condensed consolidated statement of operations. We exclude the amortization of deferred financing costs and debt discounts and premiums as these expenses relate to the initial costs incurred in connection with debt financings that have no current or future cash obligations. We exclude gain (loss) on debt extinguishment since it generally represents the write-off of initial costs incurred in connection with debt financings or a cost that is incurred to reduce future interest costs and is not a good indicator of our current or future operating performance. We include an income tax expense adjustment, which represents the non-cash tax impact due to changes in valuation allowances, uncertain tax positions and deferred taxes that do not relate to current period's operations. We deduct recurring capital expenditures, which represent expenditures to extend the useful life of IBX data centers or other assets that are required to support current revenues. We also exclude net income (loss) from discontinued operations, net of tax, which represents results that may not recur and are not a good indicator of our current or future operating performance.

Our FFO and AFFO were as follows (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net income	\$ 296	\$ 276	\$ 828	\$ 742
Net loss attributable to non-controlling interests	1	—	1	—
Net income attributable to common stockholders	297	276	829	742
Adjustments:				
Real estate depreciation	308	285	930	853
Gain on disposition of real estate property	(3)	(4)	(19)	(1)
Adjustments for FFO from unconsolidated joint ventures	7	5	19	11
FFO attributable to common stockholders	\$ 609	\$ 562	\$ 1,759	\$ 1,605
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
FFO attributable to common stockholders	\$ 609	\$ 562	\$ 1,759	\$ 1,605
Adjustments:				
Installation revenue adjustment	(1)	(1)	(3)	3
Straight-line rent expense adjustment	4	6	15	18
Contract cost adjustment	(6)	(10)	(16)	(31)
Amortization of deferred financing costs and debt discounts	5	5	15	15
Stock-based compensation expense	122	98	348	301
Stock-based charitable contributions	—	—	3	3
Non-real estate depreciation expense	136	126	426	373
Amortization expense	52	52	155	156
Accretion expense adjustment	(2)	(1)	(2)	—
Recurring capital expenditures	(69)	(51)	(135)	(114)
Loss on debt extinguishment	—	—	1	—
Transaction costs	7	(1)	12	7
Impairment charges	—	2	—	2
Income tax expense adjustment	10	(16)	14	(13)
Adjustments for AFFO from unconsolidated joint ventures	(1)	1	(6)	3
AFFO attributable to common stockholders	\$ 866	\$ 772	\$ 2,586	\$ 2,328

Our AFFO results have improved due to the factors discussed earlier in "Results of Operations," as well as due to the nature of our business model which consists of a recurring revenue stream and a cost structure which has a large base that is fixed in nature as discussed earlier in "Overview."

### ***Constant Currency Presentation***

Our revenues and certain operating expenses (cost of revenues, sales and marketing and general and administrative expenses) from our international operations have represented and will continue to represent a significant portion of our total revenues and certain operating expenses. As a result, our revenues and certain operating expenses have been and will continue to be affected by changes in the U.S. dollar against major international currencies. During the three and nine months ended September 30, 2024 as compared to the same period in 2023, the U.S. dollar was weaker relative to the British Pound, which resulted in a favorable foreign currency impact on revenue and operating income, and an unfavorable foreign currency impact on operating expenses. During the three and nine months ended September 30, 2024 as compared to the same period in 2023, the U.S. dollar was stronger relative to the Japanese Yen, which resulted in an unfavorable foreign currency impact on revenue and operating income, and a favorable foreign currency impact on operating expenses. In order to provide a framework for assessing how each of our business segments performed excluding the impact of foreign currency fluctuations, we present period-over-period percentage changes in our revenues and certain operating expenses on a constant currency basis in addition to the historical amounts as reported. Our constant currency presentation excludes the impact of our foreign currency cash flow hedging activities. Presenting constant currency results of operations is a non-GAAP financial measure and is not meant to be considered in isolation or as an alternative to GAAP results of operations. However, we have presented this non-GAAP financial measure to provide investors with an additional tool to evaluate our results of operations. To present this information, our current period revenues and certain operating expenses denominated in currencies other than the U.S. dollar are converted into U.S. dollars at constant exchange rates rather than the actual exchange rates in effect during the respective periods (i.e. average rates in effect for the nine months ended September 30, 2023 are used as exchange rates for the nine months ended September 30, 2024 when comparing the nine months ended September 30, 2024 with the nine months ended September 30, 2023).

### **Liquidity and Capital Resources**

#### ***Sources and Uses of Cash***

Customer collections are our primary source of cash. We believe we have a strong customer base, and have continued to experience relatively strong collections. As of September 30, 2024, our principal sources of liquidity were \$3.2 billion of cash, cash equivalents and short-term investments. In addition to our cash balance, we had \$3.9 billion of additional liquidity available to us from our \$4.0 billion revolving facility and general access to both public and private debt and the equity capital markets.

We believe we have sufficient cash, coupled with anticipated cash generated from operating activities and external financing sources, to meet our operating requirements, including repayment of the current portion of our debt as it becomes due, distribution of dividends and completion of our publicly announced acquisitions, ordinary costs to operate the business, and expansion projects.

As we continue to grow, we may pursue additional expansion opportunities, primarily the build out of new IBX data centers, in certain of our existing markets which are at or near capacity within the next year, as well as potential acquisitions and joint ventures. If the opportunity to expand is greater than planned we may further increase the level of capital expenditure to support this growth as well as pursue additional business and real estate acquisitions or joint ventures provided that we have or can access sufficient funding to pursue such expansion opportunities. We may elect to access the equity or debt markets from time to time opportunistically, particularly if financing is available on attractive terms. We will continue to evaluate our operating requirements and financial resources in light of future developments.

## Cash Flow

Our net cash provided by (used in) operating, investing and financing activities for the nine months ended September 30, 2024 and 2023 were as follows (in millions):

	Nine Months Ended September 30,		
	2024	2023	Change
Net cash provided by operating activities	\$ 2,268	\$ 2,218	\$ 50
Net cash used in investing activities	(2,826)	(1,943)	(883)
Net cash provided by financing activities	1,245	233	1,012

### Operating Activities

Net cash provided by our operations is generated by colocation, interconnection, managed infrastructure and other revenues. Our primary uses of cash from our operating activities include compensation and related costs, interest payments, other general corporate expenditures and taxes. Net cash provided by operating activities increased by \$50 million during the nine months ended September 30, 2024 as compared to the nine months ended September 30, 2023, primarily driven by improved results of operations offset by increases in cash paid for costs and operating expenses.

### Investing Activities

Net cash used in investing activities increased by \$883 million for the nine months ended September 30, 2024 as compared to the nine months ended September 30, 2023, primarily due to:

- \$450 million increase in purchase of short-term investments;
- \$294 million increase in capital expenditures;
- \$196 million increase in investment in loan receivable; and
- \$134 million increase in real estate acquisitions.

This increase was partially offset by a \$170 million increase in the proceeds from the sale of assets to our Joint Ventures.

### Financing Activities

Net cash provided by financing activities increased by \$1.0 billion for the nine months ended September 30, 2024 as compared to the nine months ended September 30, 2023, primarily driven by:

- \$675 million increase in proceeds from the 2020 and 2022 ATM Programs; and
- \$622 million increase in proceeds from senior notes.

This increase was partially offset by a \$258 million increase in dividend distributions.

### Material Cash Commitments

As of September 30, 2024, our principal commitments were primarily comprised of:

- approximately \$14.7 billion of principal from our senior notes (gross of debt issuance costs and debt discounts);
- approximately \$3.4 billion of interest on mortgage payable, other loans payable, senior notes and term loans, based on their respective interest rates and recognized over the life of these instruments, and the credit facility fee for the revolving credit facility;
- \$694 million of principal from our term loans, mortgage payable and other loans payable (gross of debt issuance costs and debt discounts);
- approximately \$5.6 billion of total lease payments, which represents lease payments under finance and operating lease arrangements, including renewal options that are reasonably certain to be exercised;
- approximately \$2.8 billion of unaccrued capital expenditure contractual commitments, primarily for IBX equipment not yet delivered and labor not yet provided in connection with the work necessary to complete

construction and open IBX data center expansion projects prior to making them available to customers for installation, the majority of which is payable within the next 12 months; and

- approximately \$2.0 billion of other non-capital purchase commitments, such as commitments to purchase power in select locations and other open purchase orders, which contractually bind us for goods, services or arrangements to be delivered or provided during 2024 and beyond, the majority of which is payable within the next two years.

We believe that our sources of liquidity, including our expected future operating cash flows, are sized to adequately meet both the near- and long-term material cash commitments for the foreseeable future. For further information on maturities of lease liabilities and debt instruments, see Notes 8 and 9, respectively, within the Condensed Consolidated Financial Statements.

#### **Other Contractual Obligations**

We have additional future equity contributions and loan commitments to our joint ventures. For additional information, see the "Equity Method Investments" footnote within the Condensed Consolidated Financial Statements.

Additionally, we entered into lease agreements with various landlords primarily for data center spaces and ground leases which have not yet commenced as of September 30, 2024. For additional information, see "Maturities of Lease Liabilities" in Note 8 within the Condensed Consolidated Financial Statements.

#### **Critical Accounting Policies and Estimates**

Our condensed consolidated financial statements and accompanying notes are prepared in accordance with U.S. GAAP. The preparation of our financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. On an ongoing basis, management evaluates the accounting policies, assumptions, estimates and judgments to ensure that our condensed consolidated financial statements are presented fairly and in accordance with U.S. GAAP. Management bases its assumptions, estimates and judgments on historical experience, current trends and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. However, because future events and their effects cannot be determined with certainty, actual results may differ from these assumptions and estimates, and such differences could be material. Critical accounting policies for Equinix that affect our more significant judgment and estimates used in the preparation of our condensed consolidated financial statements include accounting for income taxes, accounting for business combinations, accounting for impairment of goodwill, accounting for property, plant and equipment and accounting for leases, which are discussed in more detail under the caption "Critical Accounting Policies and Estimates" in Management's Discussion and Analysis of Financial Condition and Results of Operations, set forth in Part II Item 7, of our Annual Report on Form 10-K for the year ended December 31, 2023.

#### **Recent Accounting Pronouncements**

See Note 1 of Notes to Condensed Consolidated Financial Statements in Part I Item 1 of this Quarterly Report on Form 10-Q.

### **Item 3. Quantitative and Qualitative Disclosures about Market Risk**

#### **Market Risk**

There have been no significant changes to our risk exposure management or procedures in relation to our market risk, investment portfolio risk, interest rate risk, foreign currency risk or commodity price risk during the nine months ended September 30, 2024 as compared to the respective risk exposures and procedures disclosed in Quantitative and Qualitative Disclosures About Market Risk, set forth in Part II Item 7A, of our Annual Report on Form 10-K for the year ended December 31, 2023, other than factors discussed below.

The uncertainty that exists with respect to the economic impact of geopolitical instability and generally adverse economic conditions has introduced significant volatility in the financial markets. See Part II, Item 1A. Risk Factors for additional information regarding potential risks to our business, financial condition and results of operations related to the macro environment.

## Foreign Currency Risk

To help manage the exposure to foreign currency exchange rate fluctuations, we have implemented a number of hedging programs, in particular (i) a cash flow hedging program to hedge the forecasted revenues and expenses in our EMEA region as well as our debt denominated in foreign-currencies, (ii) a balance sheet hedging program to hedge the re-measurement of monetary assets and liabilities denominated in foreign currencies, and (iii) a net investment hedging program to hedge the long term investments in our foreign subsidiaries. Our hedging programs reduce, but do not entirely eliminate, the impact of currency exchange rate movements and their impact on the condensed consolidated statements of operations.

We have entered into various foreign currency debt obligations. As of September 30, 2024, the total principal amount of foreign currency debt obligations was \$3.6 billion, including \$1.9 billion denominated in Euro, \$668 million denominated in British Pound, \$537 million denominated in Japanese Yen, \$472 million denominated in Swiss Franc, \$24 million denominated in Canadian Dollar and \$2 million denominated in Nigerian Naira. Fluctuations in the exchange rates between these foreign currencies and the U.S. Dollar will impact the amount of U.S. Dollars that we will require to settle the foreign currency debt obligations at maturity. If the U.S. Dollar would have been weaker or stronger by 10% in comparison to these foreign currencies as of September 30, 2024, we estimate our obligation to cash settle the principal of these foreign currency debt obligations in U.S. Dollars would have increased or decreased by approximately \$399 million and \$327 million, respectively. As of September 30, 2024, we have designated \$1.1 billion of the total principal amount of foreign currency debt obligations as net investment hedges against our net investments in foreign subsidiaries. Changes in the fair value of hedging instruments designated as net investment hedges are recorded as a component of accumulated other comprehensive income (loss) in the condensed consolidated balance sheets.

We are also party to cross-currency interest rate swaps. As of September 30, 2024, the total notional amount of cross-currency interest rate swap contracts was \$5.4 billion. As of September 30, 2024, we have designated \$2.2 billion of the total notional amount of cross-currency swaps as net investment hedges against our investment in foreign subsidiaries and \$1.0 billion as cash flow hedges against a portion of our foreign currency denominated debt and our U.S. dollar-denominated fixed-rate debt issued by our foreign subsidiaries. The remaining \$2.2 billion of cross-currency interest rate swaps were not designated as hedging instruments, but were used to offset remeasurement gains and losses from foreign currency monetary assets and liabilities. If the U.S. dollar weakened or strengthened by 10% in comparison to foreign currencies, we estimate our obligation to cash settle these hedges would have increased or decreased by approximately \$383 million and \$313 million, respectively.

The U.S. Dollar was generally stronger relative to certain of the currencies of the foreign countries in which we operate during the nine months ended September 30, 2024. This has impacted our condensed consolidated financial position and results of operations during this period, including the amount of revenues that we reported. Continued strengthening or weakening of the U.S. Dollar will continue to impact us in future periods.

With the existing cash flow hedges in place, a hypothetical additional 10% strengthening of the U.S. Dollar for the nine months ended September 30, 2024 would have resulted in a reduction of our revenues and a reduction of our operating expenses including depreciation and amortization expense by approximately \$212 million and \$185 million, respectively.

With the existing cash flow hedges in place, a hypothetical additional 10% weakening of the U.S. Dollar for the nine months ended September 30, 2024 would have resulted in an increase of our revenues and an increase of our operating expenses including depreciation and amortization expense by approximately \$257 million and \$231 million, respectively.

## Interest Rate Risk

We are exposed to interest rate risk related to our outstanding debt. An immediate increase or decrease in current interest rates from their position as of September 30, 2024 would not have a material impact on our interest expense due to the fixed coupon rate on the majority of our debt obligations. However, the interest expense associated with our senior credit facility and term loans that bear interest at variable rates could be affected. For every 100-basis point increase or decrease in interest rates, our annual interest expense could increase by approximately \$7 million or decrease by approximately \$7 million based on the total balance of our term loan borrowings as of September 30, 2024.

We periodically enter into interest rate locks to hedge the interest rate exposure created by anticipated fixed rate debt issuances, which are designated as cash flow hedges. When interest rate locks are settled, any

accumulated gain or loss included as a component of accumulated other comprehensive income (loss) will be amortized to interest expense over the term of the forecasted hedged transaction which is equivalent to the term of the interest rate locks. We also use cross-currency swaps to hedge our interest rate risk in a portion of our foreign currency-denominated variable-rate debt and our U.S. dollar-denominated fixed-rate debt issued by our foreign subsidiaries. As of September 30, 2024, the total notional amount of such cross-currency interest rate swaps was \$1.0 billion.

#### **Item 4. Controls and Procedures**

(a) **Evaluation of Disclosure Controls and Procedures.** Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, conducted an evaluation, pursuant to Rule 13a-15 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), of the effectiveness of our "disclosure controls and procedures" as of the end of the period covered by this quarterly report. Based on this evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the disclosure controls and procedures were effective as of the end of the period covered by this quarterly report.

(b) **Changes in Internal Control over Financial Reporting.** In the second quarter of 2024, as part of our multi-year project to move the backbone of our finance systems to the Cloud, we completed deployment of certain modules in our new cloud enterprise resource planning ("ERP") system to support financial close and reporting. As a result of the ERP system implementation, in the second quarter of 2024 certain internal controls over financial reporting have been automated, modified, or implemented to address the new control environment and processes associated with the ERP system.

There were no other changes in our internal control over financial reporting identified in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the nine months ended September 30, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

(c) **Limitations on the Effectiveness of Controls.** Our management, including our Chief Executive Officer and Chief Financial Officer, believes that our disclosure controls and procedures and internal control over financial reporting are designed and operated to be effective at the reasonable assurance level. However, our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

## PART II - OTHER INFORMATION

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### Item 1. Legal Proceedings

On March 20, 2024, the Company received a subpoena from the U.S. Attorney's Office for the Northern District of California. On April 30, 2024, the Company received a subpoena from the Securities and Exchange Commission. The Company is cooperating fully with both government agencies.

On May 2, 2024, a putative stockholder class action was filed against the Company and certain of our officers in the United States District Court for the Northern District of California. The named plaintiff alleges violations of Section 10(b) of the Exchange Act and Securities and Exchange Commission Rule 10b-5, and Section 20(a) of the Exchange Act, on the basis that the defendants allegedly made false and misleading statements about our business, results, internal controls, and accounting practices between May 3, 2019 and March 24, 2024. The lawsuit seeks, among other relief, a determination that the alleged claims may be asserted on a class-wide basis, unspecified damages, attorneys' fees, other expenses and costs. We intend to defend the lawsuit and filed a motion to dismiss the lawsuit on October 10, 2024.

These matters are subject to uncertainties, and we cannot predict the outcome, nor reasonably estimate a range of loss or penalties, if any, relating to these matters.

### Item 1A. Risk Factors

In addition to the other information contained in this report, the following risk factors should be considered carefully in evaluating our business:

#### Risk Factors

##### Risks Related to the Macro Environment

**Inflation in the global economy, increased interest rates, political dissension and adverse global economic conditions, like the ones we are currently experiencing, could negatively affect our business and financial condition.**

Inflation is impacting various aspects of our business. We are also experiencing an increase in our costs to procure power and supply chain issues globally. Rising prices for materials related to our IBX data center construction and our data center offerings, energy and gas prices, as well as rising wages and benefits costs negatively impact our business by increasing our operating costs. Further, disagreement in the U.S. Congress on government spending levels could increase the possibility of a government shutdown, further adversely affecting global economic conditions. The adverse economic conditions we are currently experiencing may cause a decrease in sales as some customers may need to take cost cutting measures or scale back their operations. This could result in churn in our customer base, reductions in revenues from our offerings, adverse effects to our days of sales outstanding in accounts receivable ("DSO"), longer sales cycles, slower adoption of new technologies and increased price competition, which could adversely affect our liquidity. Customers, vendors and/or partners filing for bankruptcy could also lead to costly and time-intensive actions with adverse effects, including greater difficulty or delay in accounts receivable collection. The uncertain economic environment could also have an impact on our foreign exchange forward contracts if our counterparties' credit deteriorates or if they are otherwise unable to perform their obligations. Further, volatility in the financial markets and rising interest rates like we are currently experiencing could affect our ability to access the capital markets at a time when we desire, or need, to do so which could have an impact on our flexibility to pursue additional expansion opportunities and maintain our desired level of revenue growth in the future.

Our efforts to mitigate the risks associated with these adverse conditions may not be successful and our business and growth could be adversely affected.

**Our business could be harmed by increased costs to procure power, prolonged power outages, shortages or capacity constraints as well as insufficient access to power.**

Any power outages, shortages, capacity constraints, limits on access or significant increases in the cost of power may have an adverse effect on our business and our results of operations.

In each of our markets, we contract with and rely on third parties, third party infrastructure, governments, and global suppliers to provide a sufficient amount of power to maintain our IBX data centers and meet the needs of our current and future customers. In certain instances, we have experienced difficulties in securing the energy supply we have contracted for or that we need for our expansion plans. Any such limitations may have a negative impact on a given IBX data center and may limit our ability to grow our business which could negatively affect our financial performance and results of operations. Furthermore, the inability to supply customers with their contracted power for any reason could harm customer and/or joint venture relationships as well as cause reputational harm.

Each new facility requires access to significant quantities of electricity. Limitations on generation, transmission and distribution may limit our ability to obtain sufficient power capacity for potential expansion sites in new or existing markets. Utility companies and other third-party power providers may impose onerous operating conditions to any approval or provision of power or we may experience significant delays, unfavorable contractual terms, and substantial increased costs to provide the level of electrical service required by our current or future IBX data center designs. Our ability to find appropriate sites for expansion may also be limited by access to power, especially as we design our data centers to the specifications of new and evolving technologies, such as artificial intelligence, which are more power-intensive, and further prepare to serve the power demands in the future that are expected from the electrification of the economy.

Our IBX data centers are affected by problems accessing electricity sources, such as planned or unplanned power outages and limitations on transmission or distribution of power. Unplanned power outages, including, but not limited to those relating to large storms, earthquakes, fires, tsunamis, cyber-attacks, physical attacks on utility infrastructure, war, and any failures of electrical power grids or internal systems more generally, and planned power outages by public utilities, such as Pacific Gas and Electric Company's practice of planned outages in California to minimize fire risks, could harm our customers and our business. Employees working from home could be subjected to power outages at home which could be difficult to track and could affect the day-to-day operations of our non-IBX data center employees. Our international operations are sometimes located outside of developed, reliable electricity markets, where we are exposed to some insecurity in supply associated with technical and regulatory problems, as well as transmission constraints. Some of our IBX data centers are located in leased buildings where, depending upon the lease requirements and number of tenants involved, we may or may not control some or all of the infrastructure including generators and fuel tanks. As a result, in the event of a power outage, we could be dependent upon the landlord, as well as the utility company, to restore the power. We attempt to limit our exposure to system downtime by using backup generators, which are in turn supported by onsite fuel storage and through contracts with fuel suppliers, but these measures may not always prevent downtime or solve for long-term or large-scale outages. Any outage or supply disruption could adversely affect our business, customer experience and revenues.

We are currently experiencing inflation and volatility pressures in the energy market globally. Various macroeconomic factors are contributing to the instability and global power shortage including severe weather events, governmental regulations, government relations and inflation. While we have aimed to minimize our risk, via hedging, conservation, and other efficiencies, we expect the cost for power to continue to be volatile and unpredictable and subject to inflationary pressures. We believe we have made appropriate estimates for these costs in our forecasting, but the current unpredictable energy market could materially affect our financial forecasting, results of operations and financial condition.

**The ongoing military conflicts between Russia and Ukraine and in the Middle East could negatively affect our business and financial condition.**

The war in Ukraine has led to market disruptions, including significant volatility in commodity prices, credit and capital markets, an increase in cybersecurity incidents as well as supply chain disruptions.

Additionally, various of Russia's actions have led to sanctions and other penalties being levied by the U.S., the European Union, the United Kingdom, and other countries, as well as other public and private actors and companies, against Russia and certain other geographic areas, including agreement to remove certain Russian financial institutions from the Society for Worldwide Interbank Financial Telecommunication payment system and restrictions on imports of Russian oil, liquified natural gas and coal. We do not have operations in Russia or Ukraine and historically we have had a limited number of Russian and Ukrainian customers, which we continue to screen against applicable sanctions lists per our standard processes. Although we continue to devote resources to this screening effort, including the use of software solutions, the sanctions screening process remains partially manual, and the sanctions lists continue to evolve and vary by country. We continue to address necessary changes in global sanctions laws and modify our processes as necessary in light of these evolving laws. A material failure to comply with global sanctions laws could have a negative effect on our reputation, business and financial condition.

In addition to compliance with applicable sanctions laws, we are currently limiting the ability of Russian customers to place orders for our offerings unless, after reviewing these orders, we believe they are aligned with our stated objectives in support of Ukraine. We do not allow purchases from Russian partners or suppliers and have committed to not make any direct or indirect investment in Russia absent an end to this conflict. In addition, for our customers located in Ukraine, we are currently providing offerings free of charge and may continue to do so in the future.

The associated disruptions in the oil and gas markets have caused, and could continue to cause, significant increases in energy prices, which could have a material effect on our business. Additional potential sanctions and penalties have also been proposed and/or threatened. If Russia further reduces or turns off energy supplies to Europe, our EMEA operations could be adversely affected. Russian military actions and the resulting sanctions could further affect the global economy and financial markets and lead to instability and lack of liquidity in capital markets, potentially making it more difficult for us to obtain additional debt or equity financing on attractive terms in the future.

In the case of the Middle East conflict, the current situation is extremely volatile. It is possible that such events will continue to adversely impact the level of economic activity globally and that we will face increased regulatory and legal complexities in the regions affected thus impacting our business and employees, our financial condition and results of operations. Additionally, any sustained military action in the area of the Red Sea could contribute to supply chain challenges.

Prolonged unfavorable economic conditions or uncertainty, including as a result of the military conflict between Russia and Ukraine or in the Middle East, may adversely affect our business, financial condition, and results of operations. Any of the foregoing may also magnify the impact of other risks described in this Quarterly Report on Form 10-Q.

#### **Risks Related to our Operations**

**We experienced a cybersecurity incident in the past and may be vulnerable to future security breaches, which could disrupt our operations and have a material adverse effect on our business, results of operation and financial condition.**

Despite our efforts to protect against cyber-attacks, we are not fully insulated from such threats. For example, in September 2020, we discovered ransomware on certain of our internal systems. While the incident was resolved and did not cause a material disruption to our systems nor result in any material costs to us, we expect we will continue to face risks associated with unauthorized access to our computer systems, loss or destruction of data, computer viruses, ransomware, malware, distributed denial-of-service attacks or other malicious activities. In the course of our business we utilize vendors and other partners who are also sources of cyber risks to us. In addition, our adaptation to a hybrid working model, that includes both work from home and in an office, could expose us to new security risks.

We offer professional solutions to our customers where we consult on data center solutions and assist with implementations. We also offer managed services in certain of our foreign jurisdictions outside of the U.S. where we manage the data center infrastructure for our customers. The access to our clients' networks and data, which is gained from these solutions, creates some risk that our clients' networks or data could be improperly accessed. We may also design our clients' cloud storage systems in such a way that exposes our clients to increased risk of data

breach. If we were held responsible for any such breach, it could result in a significant loss to us, including damage to our client relationships, harm to our brand and reputation, and legal liability.

As techniques used to breach security change frequently and are generally not recognized until launched against a target, we may not be able to promptly detect that a cyber breach has occurred, or implement security measures in a timely manner or, if and when implemented, we may not be able to determine the extent to which these measures could be circumvented. Recent developments in the cyber threat landscape include use of artificial intelligence and machine learning, as well as an increased number of cyber extortion and ransomware attacks, with the potential for higher financial ransom demand amounts and increasing sophistication and variety of ransomware techniques and methodology. Further, any adoption of artificial intelligence by us or by third parties may pose new security challenges. A party who is able to compromise the security measures on our networks or the security of our infrastructure could misappropriate the proprietary or sensitive information of Equinix, our customers, including government customers, or the personal information of our employees, or cause interruptions or malfunctions in our operations or our customers' operations. As we provide assurances to our customers that we provide a high level of security, such a compromise could be particularly harmful to our brand and reputation. We also may be required to expend significant capital and resources to protect against such threats or to alleviate problems caused by cyber breaches in our physical or virtual security systems. Any breaches that may occur in the future could expose us to increased risk of lawsuits, regulatory penalties, loss of existing or potential customers, damage relating to loss of proprietary information, harm to our reputation and increases in our security costs, which could have a material adverse effect on our financial performance and results of operations. The cybersecurity regulatory landscape continues to evolve and compliance with the proposed reporting requirements could further complicate our ability to resolve cyber-attacks. We maintain insurance coverage for cyber risks, but such coverage may be unavailable or insufficient to cover our losses.

**Any failure of our physical infrastructure or negative impact on our ability to meet our obligations to our customers, or damage to customer infrastructure within our IBX data centers, could lead to significant costs and disruptions that could reduce our revenue and harm our business reputation and financial condition.**

Our business depends on providing customers with highly reliable solutions. We must safeguard our customers' infrastructure and equipment located in our IBX data centers and ensure our IBX data centers and non-IBX business operations remain operational at all times. We own certain of our IBX data centers, but others are leased by us, and we rely on the landlord for basic maintenance of our leased IBX data centers and office buildings and, in some cases, the landlord is responsible for the infrastructure that runs the building such as power connections, UPSs and backup power generators. If such landlord has not maintained a leased property sufficiently, we may be forced into an early exit from the center which could be disruptive to our business. Furthermore, we continue to acquire IBX data centers not built by us. If we discover that these buildings and their infrastructure assets are not in the condition we expected when they were acquired, we may be required to incur substantial additional costs to repair or upgrade the IBX data centers. Newly acquired data centers also may not have the same power infrastructure and design in place as our own IBX data centers. These legacy designs could require upgrades in order to meet our standards and our customers' expectations. Until the legacy systems are brought up to our standards, customers in these IBX data centers could be exposed to higher risks of unexpected power outages. We have experienced power outages because of these legacy design issues in the past and we could experience these in the future.

Problems at one or more of our IBX data centers or corporate offices, whether or not within our control, could result in service interruptions or significant infrastructure or equipment damage. These could result from numerous factors, including but not limited to:

- human error;
- equipment failure;
- physical, electronic and cybersecurity breaches;
- fire, earthquake, hurricane, flood, tornado and other natural disasters;
- extreme temperatures;
- water damage;
- fiber failures, subsea cable damage and other network interruptions;
- software updates;

- power loss;
- terrorist acts;
- sabotage and vandalism;
- global pandemics such as the COVID-19 pandemic;
- inability of our operations employees to access our IBX data centers for any reason; and
- failure of business partners who provide our resale products.

We have service level commitment obligations to certain customers. As a result, service interruptions or significant equipment damage in our IBX data centers could result in difficulty maintaining service level commitments to these customers and potential claims related to such failures. Because our IBX data centers are critical to many of our customers' businesses, service interruptions or significant equipment damage in our IBX data centers could also result in lost profits or other indirect or consequential damages to our customers. We cannot guarantee that a court would enforce any contractual limitations on our liability in the event that one of our customers brings a lawsuit against us as a result of a problem at one of our IBX data centers and we may decide to reach settlements with affected customers irrespective of any such contractual limitations. Any such settlement may result in a reduction of revenue under U.S. generally accepted accounting principles ("GAAP"). In addition, any loss of service, equipment damage or inability to meet our service level commitment obligations could reduce the confidence of our customers and could consequently impair our ability to obtain and retain customers, which would adversely affect both our ability to generate revenues and our results of operations.

Furthermore, we are dependent upon internet service providers, telecommunications carriers and other website operators in the Americas, Asia-Pacific and EMEA regions and elsewhere, some of which have experienced significant system failures and electrical outages in the past. We also rely on a number of third-party software providers in order to deliver our offerings and operate our business. Our customers may in the future experience difficulties due to system failures unrelated to our systems and offerings. If, for any reason, these providers fail to provide the required services, our business, financial condition and results of operations could be materially and adversely impacted.

Our IBX data center employees are critical to our ability to maintain our business operations and reach our service level commitments. Although we have redundancies built into our workforce, if our IBX employees are unable to access our IBX data centers for any reason, we could experience operational issues at the affected site. Pandemics, weather and climate related crises or any other social, political, or economic disruption in the U.S. or abroad could prevent sufficient staffing at our IBX data centers, or at our corporate offices, and have a material adverse impact on our operations.

**We are currently making significant investments in our back-office information technology systems and processes. Difficulties from or disruptions to these efforts may interrupt our normal operations and adversely affect our business and results of operations.**

We have been investing heavily in our back-office information technology systems and processes for a number of years and expect such investment to continue for the foreseeable future in support of our pursuit of global, scalable solutions across all geographies and functions that we operate in. These continuing investments include ongoing improvements to the customer experience from initial quote to customer billing and our revenue recognition process; integration of recently acquired operations onto our various information technology systems; and implementation of new tools and technologies to either further streamline and automate processes, or to support our compliance with evolving U.S. GAAP and international accounting standards. As a result of our continued work on these projects, we may experience difficulties with our systems, management distraction and significant business disruptions. For example, difficulties with our systems may interrupt our ability to accept and deliver customer orders and may adversely impact our overall financial operations, including our accounts payable, accounts receivables, general ledger, fixed assets, revenue recognition, close processes, internal financial controls and our ability to otherwise run and track our business. We may need to expend significant attention, time and resources to correct problems or find alternative sources for performing these functions. All of these changes to our financial systems also create an increased risk of deficiencies in our internal controls over financial reporting until such systems are stabilized. Such significant investments in our back-office systems may take longer to complete and cost more than originally planned. In addition, we may not realize the full benefits we hoped to achieve and there is a risk of an impairment charge if we decide that portions of these projects will not ultimately benefit us or are de-scoped. Finally, the collective impact of these changes to our business has placed significant demands on impacted employees

across multiple functions, increasing the risk of errors and control deficiencies in our financial statements, distraction from the effective operation of our business and difficulty in attracting and retaining employees. Any such difficulties or disruptions may adversely affect our business and results of operations.

**The level of insurance coverage that we purchase may prove to be inadequate.**

We carry liability, property, business interruption and other insurance policies to cover insurable risks to our company. We select the types of insurance, the limits and the deductibles based on our specific risk profile, the cost of the insurance coverage versus its perceived benefit and general industry standards. Our insurance policies contain industry standard exclusions for events such as war and nuclear reaction. We purchase earthquake insurance for certain of our IBX data centers, but for our IBX data centers in high-risk zones, including those in California and Japan, we have elected to self-insure. The earthquake and flood insurance that we do purchase would be subject to high deductibles. Any of the limits of insurance that we purchase, including those for flood or cyber risks, could prove to be inadequate, which could materially and adversely impact our business, financial condition and results of operations.

**If we are unable to successfully implement our current leadership transition, or if we are unable to recruit or retain key qualified personnel, our business could be harmed.**

On June 3, 2024, Adaire Fox-Martin became our new Chief Executive Officer and our prior CEO, Charles Meyers, became our new Executive Chairman of the Board. Our new CEO will be critical to executing on and achieving our evolving business strategy and our success depends, in part, on the effectiveness of this transition. If we are unable to execute this transition successfully, our operations and financial conditions may be adversely affected.

Our future performance also depends on the contributions of our extended leadership team and other key employees to execute on our strategic plans. Our talent strategy could continue to evolve with the future direction of the business. We must continue to identify, hire, train and retain key personnel who maintain relationships with our customers and who can provide the technical, strategic and marketing skills required for our company's growth. There is a shortage of qualified personnel in these fields, and we compete with other companies for the limited pool of talent. The failure to recruit and retain necessary key personnel could cause disruption, harm our business and hamper our ability to grow our company.

**The failure to obtain favorable terms when we renew our IBX data center leases, or the failure to renew such leases, could harm our business and results of operations.**

While we own certain of our IBX data centers, others are leased under long-term arrangements. These leased IBX data centers have all been subject to significant development by us in order to convert them from, in most cases, vacant buildings or warehouses into IBX data centers. Most of our IBX data center leases have renewal options available to us. However, many of these renewal options provide for the rent to be set at then-prevailing market rates. To the extent that then-prevailing market rates or negotiated rates are higher than present rates, these higher costs may adversely impact our business and results of operations, or we may decide against renewing the lease. There may also be changes in shared operating costs in connection with our leases, which are commonly referred to as common area maintenance expenses. In the event that an IBX data center lease does not have a renewal option, or we fail to exercise a renewal option in a timely fashion and lose our right to renew the lease, we may not be successful in negotiating a renewal of the lease with the landlord. A failure to renew a lease or termination by a landlord of any lease could force us to exit a building prematurely, which could disrupt our business, harm our customer relationships, impact and harm our joint venture relationships, expose us to liability under our customer contracts or joint venture agreements, cause us to take impairment charges and affect our results of operations negatively.

**We depend on a number of third parties to provide internet connectivity to our IBX data centers; if connectivity is interrupted or terminated, our results of operations and cash flow could be materially and adversely affected.**

The presence of diverse telecommunications carriers' fiber networks in our IBX data centers is critical to our ability to retain and attract new customers. We are not a telecommunications carrier, and as such, we rely on third parties to provide our customers with carrier services. We believe that the availability of carrier capacity will directly

affect our ability to achieve our projected results. We rely primarily on revenue opportunities from the telecommunications carriers' customers to encourage them to invest the capital and operating resources required to connect from their data centers to our IBX data centers. Carriers will likely evaluate the revenue opportunity of an IBX data center based on the assumption that the environment will be highly competitive. We cannot provide assurance that each and every carrier will elect to offer its services within our IBX data centers or that once a carrier has decided to provide internet connectivity to our IBX data centers that it will continue to do so for any period of time.

Our new IBX data centers require construction and operation of a sophisticated redundant fiber network. The construction required to connect multiple carrier facilities to our IBX data centers is complex and involves factors outside of our control, including regulatory processes and the availability of construction resources. Any hardware or fiber failures on this network, either on land or subsea, may result in significant loss of connectivity to our new IBX data center expansions. This could affect our ability to attract new customers to these IBX data centers or retain existing customers.

To date, the network neutrality of our IBX data centers and the variety of networks available to our customers has often been a competitive advantage for us. In certain of our markets, the limited number of carriers available reduces that advantage. As a result, we may need to adapt our key revenue-generating offerings and pricing to be competitive in those markets.

If the establishment of highly diverse internet connectivity to our IBX data centers does not occur, is materially delayed or is discontinued, or is subject to failure, our results of operations and financial condition will be adversely affected.

**The use of high-power density equipment may limit our ability to fully utilize the space in our older IBX data centers.**

Server technologies continue to evolve and in some instances these changes can result in customers increasing their use of high-power density equipment in our IBX data centers which can increase the demand for power on a per cabinet basis. Additionally, the workloads related to new and evolving technologies such as artificial intelligence are increasing the demand for high density computing power. Because many of our IBX data centers were built a number of years ago, the current demand for power may exceed the designed electrical capacity in these IBX data centers. As power, not space, is a limiting factor in many of our IBX data centers, our ability to fully utilize the space in those IBX data centers may be impacted. The ability to increase the power capacity of an IBX data center, should we decide to, is dependent on several factors including, but not limited to, the local utility's ability to provide additional power; the length of time required to provide such power; and/or whether it is feasible to upgrade the electrical and mechanical infrastructure of an IBX data center to deliver additional power and cooling to customers. Although we are currently designing and building to a higher power specification than that of many of our older IBX data centers, and are considering redevelopment of certain sites where appropriate, there is a risk that demand could continue to increase, or our redevelopment may not be successful, and the space inside our IBX data centers could become underutilized sooner than expected.

**The development and use of artificial intelligence in the workplace presents risks and challenges that may adversely impact our business and operating results.**

We have begun leveraging artificial intelligence and machine learning (collectively, "AI") capabilities for our employees to use in their day-to-day operations. Failure to invest adequately in such capabilities may result in us lagging behind our competitors in terms of improving operational efficiency and achieving superior outcomes for our business and our customers. As we embark on these initiatives, we may encounter challenges such as a shortage of appropriate data to train internal AI models, a lack of skilled talent to effectively execute our strategy of leveraging AI internally, or the possibility that the tools we utilize may not deliver the intended value. Use of third-party AI tools can also bring information security, data privacy and legal risks. Failure to successfully harness these AI tools could negatively impact our business and operating results.

**We have been, and in the future may be, subject to securities class action and other litigation, which may harm our business and results of operations.**

We have been, and in the future may be, subject to securities class action or other litigation. For example, on May 2, 2024, a putative stockholder class action was filed against the Company and certain of our officers in the United States District Court for the Northern District of California alleging that the defendants made false and misleading statements about our business, results, internal controls, and accounting practices between May 3, 2019 and March 24, 2024. Securities class action litigation has often been brought against a company following periods of volatility in the market price of its securities. Litigation can be lengthy, expensive, and divert management's attention and resources. Results cannot be predicted with certainty and an adverse outcome in litigation could result in monetary damages or injunctive relief. Further, any payments made in settlement may directly reduce our revenue under U.S. GAAP and could negatively impact our results of operations for the period. While we maintain insurance coverage, we cannot be certain that such coverage will continue to be available on acceptable terms or in sufficient amounts to cover potential losses. For all of these reasons, litigation could seriously harm our business, results of operations, financial condition or cash flows.

**Risks Related to our Offerings and Customers**

**Our offerings have a long sales cycle that may harm our revenue and results of operations.**

A customer's decision to purchase our offerings typically involves a significant commitment of resources. In addition, some customers will be reluctant to commit to locating in our IBX data centers until they are confident that the IBX data center has adequate carrier connections. As a result, we have a long sales cycle. Furthermore, we may devote significant time and resources to pursuing a particular sale or customer that does not result in revenues.

Instability in the markets and the current macroeconomic environment could also increase delays in our sales cycle. Delays due to the length of our sales cycle may materially and adversely affect our revenues and results of operations, which could harm our ability to meet our forecasts and cause volatility in our stock price.

**We may not be able to compete successfully against current and future competitors.**

The global multi-tenant data center market is highly fragmented. It is estimated that we are one of more than 2,200 companies that provide these offerings around the world. We compete with these firms which vary in terms of their data center offerings and the geographies in which they operate. We must continue to evolve our product strategy and be able to differentiate our IBX data centers and product offerings from those of our competitors.

Some of our competitors may adopt aggressive pricing policies, especially if they are not highly leveraged or have lower return thresholds than we do. As a result, we may suffer from pricing pressure that would adversely affect our ability to generate revenues. Some of these competitors may also provide our target customers with additional benefits, including bundled communication services or cloud services, and may do so in a manner that is more attractive to our potential customers than obtaining space in our IBX data centers. Similarly, with growing acceptance of cloud-based technologies, we are at risk of losing customers that may decide to fully leverage cloud infrastructure offerings instead of managing their own. Competitors could also operate more successfully or form alliances to acquire significant market share. Regional competitors may also consolidate to become a global competitor. Consolidation of our customers and/or our competitors may present a risk to our business model and have a negative impact on our revenues.

Failure to compete successfully may materially adversely affect our financial condition, cash flows and results of operations.

**If we cannot continue to develop, acquire, market and provide new offerings or enhancements to existing offerings that meet customer requirements and differentiate us from our competitors, our results of operations could suffer.**

As our customers evolve their IT strategies, we must remain flexible and evolve along with new technologies and industry and market shifts. The process of developing and acquiring new offerings and enhancing existing offerings is complex. If we fail to anticipate customers' evolving needs and expectations or do not adapt to technological and IT trends, our results of operations could suffer. Ineffective planning and execution in our cloud, artificial intelligence and product development strategies may cause difficulty in sustaining our competitive advantages. Additionally, any delay in the development, acquisition, marketing or launch of a new offering could

result in customer dissatisfaction or attrition. If we cannot continue adapting our products and strategies, or if our competitors can adapt their products more quickly than us, our business could be harmed.

In order to adapt effectively, we sometimes must make long-term investments, develop, acquire or obtain certain intellectual property and commit significant resources before knowing whether our predictions will accurately reflect customer demand for the new offerings. We also must remain flexible and change strategies quickly if our predictions are not accurate.

We are currently making significant investments of resources in expanding our digital services portfolio. For example, in 2020, we acquired Packet Host, Inc. ("Packet"), a bare metal automation company to facilitate a new "as-a-service" product offering for us. "As-a-service" solutions are a relatively new market area for us which can bring challenges and could harm our business if not executed in the time or manner that we expect. These solutions may also require additional capital, may have lower margins and customers can more easily churn as compared to our data center offerings, thus adversely impacting our results. These offerings also introduce us to different competition and faster development cycles as compared to our data center business. If we cannot develop or partner to quickly and efficiently meet market demands, we may also see adverse results. We expect to continue to consider other new product offerings for our customers, including multi-cloud networking and cloud-adjacent storage. While we believe these product offerings and others we may implement in the future will be desirable to our customers and will complement our other offerings on Platform Equinix, we cannot guarantee the success of this product or any other new product offering.

We have also invested in joint ventures in order to develop capacity to serve the large footprint needs of a targeted set of hyperscale customers by leveraging existing capacity and dedicated hyperscale builds. We believe these hyperscale customers will also play a large role in the growth of the market for artificial intelligence. We have announced our intention to seek additional joint ventures for certain of our hyperscale builds. There can be no assurances that our joint ventures will be successful or that we find appropriate partners, or that we will be able to successfully meet the needs of these customers through our hyperscale offerings.

Failure to successfully execute on our product strategy or hyperscale strategy could materially adversely affect our financial condition, cash flows and results of operations.

**We have government customers, which subjects us to risks including early termination, audits, investigations, sanctions and penalties.**

We derive revenues from contracts with the U.S. government, state and local governments and foreign governments. Some of these customers may terminate all or part of their contracts at any time, without cause. There is increased pressure for governments and their agencies, both domestically and internationally, to reduce spending. Some of our federal government contracts are subject to the approval of appropriations being made by the U.S. Congress to fund the expenditures under these contracts. Similarly, some of our contracts at the state and local levels are subject to government funding authorizations.

Government contracts often have unique terms and conditions, such as most favored customer obligations, and are generally subject to audits and investigations which could result in various civil and criminal penalties and administrative sanctions, including termination of contracts, refund of a portion of fees received, forfeiture of profits, suspension of payments, fines and suspensions, or debarment from future government business.

**Because we depend on the development and growth of a balanced customer base, including key magnet customers, failure to attract, grow and retain this base of customers could harm our business and results of operations.**

Our ability to maximize revenues depends on our ability to develop and grow a balanced customer base, consisting of a variety of companies, including enterprises, cloud, digital content and financial companies, and network service providers. We consider certain of these customers to be key magnets in that they draw in other customers. The more balanced the customer base within each IBX data center, the better we will be able to generate significant interconnection revenues, which in turn increases our overall revenues. Our ability to attract customers to our IBX data centers will depend on a variety of factors, including the presence of multiple carriers, the mix of our offerings, the overall mix of customers, the presence of key customers attracting business through vertical market ecosystems, the IBX data center's operating reliability and security and our ability to effectively

market our offerings. However, some of our customers may face competitive pressures and may ultimately not be successful or may be consolidated through merger or acquisition. If these customers do not continue to use our IBX data centers it may be disruptive to our business. If customers combine businesses, they may require less colocation space, which could lead to churn in our customer base. Finally, any uncertain global economic climate, including the one we are currently experiencing, could harm our ability to attract and retain customers if customers slow spending, or delay decision-making on our offerings, or if customers begin to have difficulty paying us or seek bankruptcy protection and we experience increased churn in our customer base. Any of these factors may hinder the development, growth and retention of a balanced customer base and adversely affect our business, financial condition and results of operations.

### **Risks Related to our Financial Results**

#### **The market price of our stock may continue to be highly volatile, and the value of an investment in our common stock may decline.**

The market price of the shares of our common stock has recently been and may continue to be highly volatile. General economic and market conditions, like the ones we are currently experiencing, and market conditions for technology, data center and REIT stocks in general, may affect the market price of our common stock.

Announcements by us or others, or speculations about our future plans, may also have a significant impact on the market price of our common stock. These may relate to:

- our results of operations or forecasts;
- new issuances of equity, debt or convertible debt by us, including issuances through any existing ATM Program;
- increases in market interest rates and changes in other general market and economic conditions, including inflationary concerns;
- changes to our capital allocation, tax planning or business strategy;
- our qualification for taxation as a REIT and our declaration of distributions to our stockholders;
- changes in U.S. or foreign tax laws;
- changes in management or key personnel;
- developments in our relationships with customers;
- announcements by our customers or competitors;
- changes in regulatory policy or interpretation;
- market speculation involving us or other companies in our industry, which may include short seller reports;
- litigation and governmental investigations;
- changes in the ratings of our debt or stock by rating agencies or securities analysts;
- our purchase or development of real estate and/or additional IBX data centers;
- our acquisitions of complementary businesses; or
- the operational performance of our IBX data centers.

The stock market has from time-to-time experienced extreme price and volume fluctuations, which have particularly affected the market prices for technology, data center and REIT stocks, and which have often been unrelated to their operating performance. These broad market fluctuations may adversely affect the market price of our common stock. One of the factors that investors may consider in deciding whether to buy or sell our common stock is our distribution rate as a percentage of our stock price relative to market interest rates. If market interest rates increase, prospective investors may demand a higher distribution rate or seek alternative investments paying higher dividends or interest. As a result, interest rate fluctuations and conditions in the capital markets may affect the market value of our common stock. Furthermore, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We have been the target of this type of litigation and we may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and/or damages, and divert management's attention from other business concerns, which could seriously harm our business.

Furthermore, short sellers may engage in activity intended to drive down the market price of our common stock, which could also result in related regulatory and governmental scrutiny, among other effects. Short selling is the practice of selling securities that the seller does not own but rather has borrowed or intends to borrow from a third party with the intention of later buying lower priced identical securities to return to the lender. Accordingly, it is in the interest of a short seller of our common stock for the price to decline. At any time, short sellers may also publish, or arrange for the publication of, opinions or characterizations that are intended to create negative market momentum in our common stock. Short selling reports can cause downward pressure and increased volatility in an issuer's stock price. In particular, on March 20, 2024, a short seller report was published about us, which contained certain allegations related to components of our operating results and other strategic matters. As a result, the Audit Committee of our Board of Directors commenced an independent investigation to review the matters referenced in the report. Shortly after the release of the report, we received a subpoena from the U.S. Attorney's Office for the Northern District of California and on April 30, 2024, we also received a subpoena from the Securities and Exchange Commission. We are cooperating fully with both. The foregoing subpoenas, or any inquiries or investigations conducted by a governmental organization or other regulatory body or internal investigation could result in a material diversion of our management's time and result in substantial cost and, in the event of an adverse finding, could have a material adverse effect on our business and results of operations.

**Our results of operations may fluctuate.**

We have experienced fluctuations in our results of operations on a quarterly and annual basis. The fluctuations in our results of operations may cause the market price of our common stock to be volatile. We may experience significant fluctuations in our results of operations in the foreseeable future due to a variety of factors, many of which are listed in this Risk Factors section. Additional factors could include, but are not limited to:

- the timing and magnitude of depreciation and interest expense or other expenses related to the acquisition, purchase or construction of additional IBX data centers or the upgrade of existing IBX data centers;
- demand for space, power and solutions at our IBX data centers;
- the availability of power and the associated cost of procuring the power;
- changes in general economic conditions, such as those stemming from pandemics or other economic downturns, or specific market conditions in the telecommunications and internet industries, any of which could have a material impact on us or on our customer base;
- additions and changes in product offerings and our ability to ramp up and integrate new products within the time period we have forecasted;
- restructuring charges incurred in the event of a realignment of our management structure, operations or products;
- the financial condition and credit risk of our customers;
- the provision of customer discounts and credits;
- the mix of current and proposed products and offerings and the gross margins associated with our products and offerings;
- increasing repair and maintenance expenses in connection with aging IBX data centers;
- lack of available capacity in our existing IBX data centers to generate new revenue or delays in opening new or acquired IBX data centers that delay our ability to generate new revenue in markets which have otherwise reached capacity;
- changes in employee stock-based compensation;
- changes in our tax planning strategies or failure to realize anticipated benefits from such strategies;
- changes in income tax benefit or expense; and
- changes in or new GAAP as periodically released by the Financial Accounting Standards Board ("FASB").

Any of the foregoing factors, or other factors discussed elsewhere in this report, could have a material adverse effect on our business, results of operations and financial condition. Although we have experienced growth in revenues in recent quarters, this growth rate is not necessarily indicative of future results of operations. It is possible that we may not be able to generate net income on a quarterly or annual basis in the future. In addition, a relatively large portion of our expenses are fixed in the short-term, particularly with respect to lease and personnel expenses, depreciation and amortization and interest expenses. Therefore, our results of operations are particularly sensitive

to fluctuations in revenues. As such, comparisons to prior reporting periods should not be relied upon as indications of our future performance. In addition, our results of operations in one or more future quarters may fail to meet the expectations of securities analysts or investors.

**We may incur goodwill and other intangible asset impairment charges, or impairment charges to our property, plant and equipment, which could result in a significant reduction to our earnings.**

In accordance with U.S. GAAP, we are required to assess our goodwill and other intangible assets annually, or more frequently whenever events or changes in circumstances indicate potential impairment, such as changing market conditions or any changes in key assumptions. If the testing performed indicates that an asset may not be recoverable, we are required to record a non-cash impairment charge for the difference between the carrying value of the goodwill or other intangible assets and the implied fair value of the goodwill or other intangible assets in the period the determination is made.

We also periodically monitor the remaining net book values of our property, plant and equipment, including at the individual IBX data center level. Although each individual IBX data center is currently performing in accordance with our expectations, the possibility that one or more IBX data centers could begin to under-perform relative to our expectations is possible and may also result in non-cash impairment charges.

These charges could be significant, which could have a material adverse effect on our business, results of operations or financial condition.

**We have incurred substantial losses in the past and may incur additional losses in the future.**

As of September 30, 2024, our retained earnings were \$4.8 billion. We are currently investing heavily in our future growth through the build out of multiple additional IBX data centers, expansions of IBX data centers and acquisitions of complementary businesses. As a result, we will incur higher depreciation and other operating expenses, as well as transaction costs and interest expense, that may negatively impact our ability to sustain profitability in future periods unless and until these new IBX data centers generate enough revenue to exceed their operating costs and cover the additional overhead needed to scale our business for this anticipated growth. The current global financial uncertainty may also impact our ability to sustain profitability if we cannot generate sufficient revenue to offset the increased costs of our recently opened IBX data centers or IBX data centers currently under construction. In addition, costs associated with the acquisition and integration of any acquired companies, as well as the additional interest expense associated with debt financing, we have undertaken to fund our growth initiatives, may also negatively impact our ability to sustain profitability. Finally, given the competitive and evolving nature of the industry in which we operate, we may not be able to sustain or increase profitability on a quarterly or annual basis.

**Risks Related to Our Expansion Plans**

**Our construction of new IBX data centers, IBX data center expansions or IBX data center redevelopment could involve significant risks to our business.**

In order to sustain our growth in certain of our existing and new markets, we may have to expand an existing data center, lease a new facility or acquire suitable land, with or without structures, to build new IBX data centers from the ground up. Expansions or new builds are currently underway, or being contemplated, in new and existing markets. These construction projects expose us to many risks which could have an adverse effect on our results of operations and financial condition. The current global supply chain and inflation issues have exacerbated many of these construction risks and created additional risks for our business. Some of the risks associated with construction projects include:

- construction delays;
- power and power grid constraints;
- lack of availability and delays for data center equipment, including items such as generators and switchgear;
- unexpected budget changes;
- increased prices for and delays in obtaining building supplies, raw materials and data center equipment;
- labor availability, labor disputes and work stoppages with contractors, subcontractors and other third parties;
- unanticipated environmental issues and geological problems;

- delays related to permitting and approvals to open from public agencies and utility companies;
- unexpected lack or reduction of power access;
- delays in site readiness leading to our failure to meet commitments made to customers planning to expand into a new build; and
- unanticipated customer requirements that would necessitate alternative data center design, making our sites less desirable or leading to increased costs in order to make necessary modifications or retrofits.

We are currently experiencing rising construction costs which reflect the increase in cost of labor and raw materials, supply chain and logistic challenges, and high demand in our sector. While we have invested in creating a reserve of materials to mitigate supply chain issues and inflation, it may not be sufficient and ongoing delays, difficulty finding replacement products and continued high inflation could affect our business and growth and could have a material effect on our business. Additional or unexpected disruptions to our supply chain, including in the event of any sustained regional escalation of the current conflict in the Middle East in the area around the Red Sea or more broadly, or inflationary pressures could significantly affect the cost of our planned expansion projects and interfere with our ability to meet commitments to customers who have contracted for space in new IBX data centers under construction.

Construction projects are dependent on permitting from public agencies and utility companies. Any delay in permitting could affect our growth. We are currently experiencing permitting delays in most metros due to reduced production from labor availability. While we don't currently anticipate any material long-term negative impact to our business because of these construction delays, these types of delays and stoppages related to permitting from public agencies and utility companies could worsen and have an adverse effect on our bookings, revenue or growth.

Additionally, all construction related projects require us to carefully select and rely on the experience of one or more designers, general contractors, and associated subcontractors during the design and construction process. Should a designer, general contractor, significant subcontractor or key supplier experience financial problems or other problems during the design or construction process, we could experience significant delays, increased costs to complete the project and/or other negative impacts to our expected returns.

Site selection is also a critical factor in our expansion plans. There may not be suitable properties available in our markets with the necessary combination of high-power capacity and fiber connectivity, or selection may be limited. We expect that we will continue to experience limited availability of power and grid constraints in many markets as well as shortages of associated equipment because of the current high demands and finite nature of these resources. These shortages could result in site selection challenges, construction delays or increased costs. Government limitations or moratoriums placed on data center construction in a given market may also negatively impact our ability to expand according to our plans. Thus, while we may prefer to locate new IBX data centers adjacent to our existing locations, it may not always be possible. In the event we decide to build new IBX data centers separate from our existing IBX data centers, we may provide metro connect solutions to connect these two IBX data centers. Should these solutions not provide the necessary reliability to sustain connection, or if they do not meet the needs of our customers, this could result in lower interconnection revenue and lower margins and could have a negative impact on customer retention over time.

**Acquisitions present many risks, and we may not realize the financial or strategic goals that were contemplated at the time of any transaction.**

Over the last several years, we have completed numerous acquisitions, including most recently that of five data centers in Peru and Chile from Entel in 2022, MainOne in West Africa in 2022, and GPX Global Systems, Inc.'s India operations in 2021. We expect to make additional acquisitions in the future, which may include (i) acquisitions of businesses, products, solutions or technologies that we believe to be complementary, (ii) acquisitions of new IBX data centers or real estate for development of new IBX data centers; (iii) acquisitions through investments in local data center operators; or (iv) acquisitions in new markets with higher risk profiles. We may pay for future acquisitions by using our existing cash resources (which may limit other potential uses of our cash), incurring additional debt (which may increase our interest expense, leverage and debt service requirements) and/or issuing shares (which may dilute our existing stockholders and have a negative effect on our earnings per share). Acquisitions expose us to potential risks, including:

- the possible disruption of our ongoing business and diversion of management's attention by acquisition, transition and integration activities, particularly when multiple acquisitions and integrations are occurring at the same time or when we are entering an emerging market with a higher risk profile;
- our potential inability to successfully pursue or realize some or all of the anticipated revenue opportunities associated with an acquisition or investment;
- the possibility that we may not be able to successfully integrate acquired businesses, or businesses in which we invest, or achieve anticipated operating efficiencies or cost savings;
- the possibility that announced acquisitions may not be completed, due to failure to satisfy the conditions to closing as a result of:
  - an injunction, law or order that makes unlawful the consummation of the acquisition;
  - inaccuracy or breach of the representations and warranties of, or the non-compliance with covenants by, either party;
  - the nonreceipt of closing documents; or
  - for other reasons;
- the possibility that there could be a delay in the completion of an acquisition, which could, among other things, result in additional transaction costs, loss of revenue or other adverse effects resulting from such uncertainty;
- the possibility that our projections about the success of an acquisition could be inaccurate and any such inaccuracies could have a material adverse effect on our financial projections;
- the dilution of our existing stockholders as a result of our issuing stock as consideration in a transaction or selling stock in order to fund the transaction;
- the possibility of customer dissatisfaction if we are unable to achieve levels of quality and stability on par with past practices;
- the possibility that we will be unable to retain relationships with key customers, landlords and/or suppliers of the acquired businesses, some of which may terminate their contracts with the acquired business as a result of the acquisition or which may attempt to negotiate changes in their current or future business relationships with us;
- the possibility that we could lose key employees from the acquired businesses;
- the possibility that we may be unable to integrate certain IT systems that do not meet Equinix's standard requirements with respect to security, privacy or any other standard;
- the potential deterioration in our ability to access credit markets due to increased leverage;
- the possibility that our customers may not accept either the existing equipment infrastructure or the "look-and-feel" of a new or different IBX data center;
- the possibility that additional capital expenditures may be required or that transaction expenses associated with acquisitions may be higher than anticipated;
- the possibility that required financing to fund an acquisition may not be available on acceptable terms or at all;
- the possibility that we may be unable to obtain required approvals from governmental authorities under antitrust and competition laws on a timely basis or at all, which could, among other things, delay or prevent us from completing an acquisition, limit our ability to realize the expected financial or strategic benefits of an acquisition or have other adverse effects on our current business and operations;
- the possible loss or reduction in value of acquired businesses;
- the possibility that future acquisitions may present new complexities in deal structure, related complex accounting and coordination with new partners, particularly in light of our desire to maintain our qualification for taxation as a REIT;
- the possibility that we may not be able to prepare and issue our financial statements and other public filings in a timely and accurate manner, and/or maintain an effective control environment, due to the strain on the finance organization when multiple acquisitions and integrations are occurring at the same time;
- the possibility that future acquisitions may trigger property tax reassessments resulting in a substantial increase to our property taxes beyond that which we anticipated;

- the possibility that future acquisitions may be in geographies and regulatory environments to which we are unaccustomed and we may become subject to complex requirements and risks with which we have limited experience;
- the possibility that future acquisitions may appear less attractive due to fluctuations in foreign currency rates;
- the possibility that carriers may find it cost-prohibitive or impractical to bring fiber and networks into a new IBX data center;
- the possibility of litigation or other claims in connection with, or as a result of, an acquisition, or inherited from the acquired company, including claims from terminated employees, customers, former stockholders or other third parties;
- the possibility that asset divestments may be required in order to obtain regulatory clearance for a transaction;
- the possibility of pre-existing undisclosed liabilities, including, but not limited to, lease or landlord related liability, tax liability, environmental liability or asbestos liability, for which insurance coverage may be insufficient or unavailable, or other issues not discovered in the diligence process;
- the possibility that we receive limited or incorrect information about the acquired business in the diligence process; and
- the possibility that we do not have full visibility into customer agreements and customer termination rights during the diligence process which could expose us to additional liabilities after completing the acquisition.

The occurrence of any of these risks could have a material adverse effect on our business, results of operations, financial condition or cash flows. If an acquisition does not proceed or is materially delayed for any reason, the price of our common stock may be adversely impacted, and we will not recognize the anticipated benefits of the acquisition.

We cannot assure that the price of any future acquisitions of IBX data centers or businesses will be similar to prior IBX data center acquisitions and businesses. In fact, we expect costs required to build or render new IBX data centers operational to increase in the future. If our revenue does not keep pace with these potential acquisition and expansion costs, we may not be able to maintain our current or expected margins as we absorb these additional expenses. There is no assurance we would successfully overcome these risks, or any other problems encountered with these acquisitions.

**The anticipated benefits of our joint ventures may not be fully realized, or take longer to realize than expected.**

We have entered into joint ventures to develop and operate data centers. Certain sites that are intended to be utilized in joint ventures require investment for development. The success of these joint ventures will depend, in part, on our ability to find suitable land and power as well as the successful development of the data center sites. Such development may be more difficult, time-consuming or costly than expected and could result in increased costs, decreases in the amount of expected revenues and diversion of management's time and energy, which could materially impact our business, financial condition and results of operations. Additionally, if it is determined these sites are no longer desirable for the joint ventures, we would need to adapt such sites for other purposes.

We may not realize all of the anticipated benefits from our joint ventures. The success of these joint ventures will depend, in part, on the successful partnership between Equinix and our joint venture partners. Such a partnership is subject to risks as outlined below, and more generally, to the same types of business risks as would impact our IBX data center business. A failure to successfully partner, or a failure to realize our expectations for the joint ventures, including any contemplated exit strategy from a joint venture, could materially impact our business, financial condition and results of operations. These joint ventures could also be negatively impacted by inflation, supply chain issues, an inability to obtain financing on favorable terms or at all, an inability to fill the data center sites with customers as planned, unexpected power constraints, and development and construction delays, including those we are currently experiencing in many markets globally.

**Joint venture investments could expose us to risks and liabilities in connection with the formation of the new joint ventures, the operation of such joint ventures without sole decision-making authority, and our reliance on joint venture partners who may have economic and business interests that are inconsistent with our business interests.**

In addition to our current and proposed joint ventures, we may co-invest with other third parties through partnerships, joint ventures or other entities in the future. These joint ventures could result in our acquisition of non-controlling interests in, or shared responsibility for, managing the affairs of a property or portfolio of properties, partnership, joint venture or other entity. We may be subject to additional risks, including:

- we may not have the right to exercise sole decision-making authority regarding the properties, partnership, joint venture or other entity;
- if our partners become bankrupt or fail to fund their share of required capital contributions, we may choose to or be required to contribute such capital or be otherwise adversely impacted;
- our partners may have economic, tax or other business interests or goals which are inconsistent with our business interests or goals, and may be in a position to take actions contrary to our policies or objectives;
- our joint venture partners may take actions that are not within our control, which could require us to dispose of the joint venture asset, transfer it to a taxable REIT subsidiary ("TRS") in order to maintain our qualification for taxation as a REIT, or purchase the partner's interests or assets at an above-market price;
- our joint venture partners may take actions unrelated to our business agreement but which reflect poorly on us because of our joint venture relationship;
- disputes between us and our partners may result in litigation or arbitration that would increase our expenses and prevent our management from focusing their time and effort on our day-to-day business;
- we may in certain circumstances be liable for the actions of our third-party partners or guarantee all or a portion of the joint venture's liabilities, which may require us to pay an amount greater than its investment in the joint venture;
- our joint venture partner may have contractual exit rights under certain circumstances, and may force us to buy them out on terms and timing unfavorable to us;
- we may need to change the structure of an established joint venture or create new complex structures to meet our business needs or the needs of our partners which could prove challenging; and
- a joint venture partner's decision to exit the joint venture may not be at an opportune time for us or in our business interests.

Each of these factors may result in returns on these investments being less than we expect or in losses, and our financial and results of operations may be adversely affected.

**If we cannot effectively manage our international operations and successfully implement our international expansion plans, our business and results of operations would be adversely impacted.**

For the years ended December 31, 2023, 2022 and 2021, we recognized approximately 63%, 61% and 61%, respectively, of our revenues outside the U.S. We currently operate outside of the U.S. in Canada, Mexico, South America, the Asia-Pacific region and the EMEA region.

In addition, we are currently undergoing expansions or evaluating expansion opportunities outside of the U.S. Undertaking and managing expansions in foreign jurisdictions may present unanticipated challenges to us.

Our international operations are generally subject to a number of additional risks, including:

- the costs of customizing IBX data centers for foreign countries;
- protectionist laws and business practices favoring local competition;
- greater difficulty or delay in accounts receivable collection;
- difficulties in staffing and managing foreign operations, including negotiating with foreign labor unions or workers' councils;
- difficulties in managing across cultures and in foreign languages;

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- political and economic instability;
- fluctuations in currency exchange rates;
- difficulties in repatriating funds from certain countries;
- our ability to obtain, transfer or maintain licenses required by governmental entities with respect to our business;
- unexpected changes in regulatory, tax and political environments;
- difficulties in procuring power;
- trade wars;
- changes in the government and public administration in emerging markets that may impact the stability of foreign investment policies;
- our ability to secure and maintain the necessary physical and telecommunications infrastructure;
- compliance with anti-bribery and corruption laws;
- compliance with economic and trade sanctions enforced by the Office of Foreign Assets Control of the U.S. Department of Treasury, the Bureau of Industry and Security of the US Department of Commerce and other enforcement agencies in other jurisdictions around the world including those related to the Russian and Ukrainian war;
- compliance with changing laws, policies and requirements related to sustainability;
- increasing scrutiny on the operational resilience of data centers, especially in countries where data centers are designated as critical national infrastructure and/or essential ICT service providers;
- increasing resistance to data center presence and expansion by local communities;
- compliance with evolving cybersecurity laws including reporting requirements; and
- compliance with evolving governmental regulation.

Further, if we cannot effectively manage the challenges associated with our international operations and expansion plans, we could experience a delay in our expansion projects or a failure to grow. Expansion challenges and international operations failures could also materially damage our reputation, our brand, our business and results of operations. Our success depends, in part, on our ability to anticipate and address these risks and manage these difficulties.

### **We continue to invest in our expansion efforts, but may not have sufficient customer demand in the future to realize expected returns on these investments.**

We are considering the acquisition or lease of additional properties and the construction of new IBX data centers beyond those expansion projects already announced. We will be required to commit substantial operational and financial resources to these IBX data centers, generally 12 to 18 months in advance of securing customer contracts, and we may not have sufficient customer demand in those markets to support these IBX data centers once they are built. In addition, unanticipated technological changes could affect customer requirements for data centers, and we may not have built such requirements into our new IBX data centers. Either of these contingencies, if they were to occur, could make it difficult for us to realize expected or reasonable returns on these investments.

### **Risks Related to Our Capital Needs and Capital Strategy**

#### **Our substantial debt could adversely affect our cash flows and limit our flexibility to raise additional capital.**

We have a significant amount of debt and may need to incur additional debt to support our growth. Additional debt may also be incurred to fund future acquisitions, any future special distributions, regular distributions or the other cash outlays associated with maintaining our qualification for taxation as a REIT. As of September 30, 2024, our total indebtedness (inclusive of finance lease liabilities and gross of debt issuance costs and debt discounts) was approximately \$17.8 billion, our stockholders' equity was \$13.6 billion and our cash, cash equivalents and short-term investments totaled \$3.2 billion. In addition, as of September 30, 2024, we had approximately \$3.9 billion of additional liquidity available to us from our \$4.0 billion revolving credit facility. In addition to our substantial debt, we lease many of our IBX data centers and certain equipment under lease agreements, some of which are

accounted for as operating leases. As of September 30, 2024, we recorded operating lease liabilities of \$1.5 billion, which represents our obligation to make lease payments under those lease arrangements.

Our substantial amount of debt and related covenants, and our off-balance sheet commitments, could have important consequences. For example, they could:

- require us to dedicate a substantial portion of our cash flow from operations to make interest and principal payments on our debt and in respect of other off-balance sheet arrangements, reducing the availability of our cash flow to fund future capital expenditures, working capital, execution of our expansion strategy and other general corporate requirements;
- increase the likelihood of negative outlook from our credit rating agencies, or of a downgrade to our current rating;
- make it more difficult for us to satisfy our obligations under our various debt instruments;
- increase our cost of borrowing and even limit our ability to access additional debt to fund future growth;
- increase our vulnerability to general adverse economic and industry conditions and adverse changes in governmental regulations;
- limit our flexibility in planning for, or reacting to, changes in our business and industry, which may place us at a competitive disadvantage compared with our competitors;
- limit our operating flexibility through covenants with which we must comply;
- limit our ability to borrow additional funds, even when necessary to maintain adequate liquidity, which would also limit our ability to further expand our business; and
- make us more vulnerable to increases in interest rates because of the variable interest rates on some of our borrowings to the extent we have not entirely hedged such variable rate debt.

The occurrence of any of the foregoing factors could have a material adverse effect on our business, results of operations and financial condition.

We may also need to refinance a portion of our outstanding debt as it matures. There is a risk that we may not be able to refinance existing debt or that the terms of any refinancing may not be as favorable as the terms of our existing debt. Furthermore, if prevailing interest rates or other factors at the time of refinancing result in higher interest rates upon refinancing, then the interest expense relating to that refinanced indebtedness would increase. These risks could materially adversely affect our financial condition, cash flows and results of operations.

**Sales or issuances of shares of our common stock may adversely affect the market price of our common stock.**

Future sales or issuances of common stock or other equity related securities may adversely affect the market price of our common stock, including any shares of our common stock issued to finance capital expenditures, finance acquisitions or repay debt. In October 2024, we established an "at the market" equity offering program (the "2024 ATM Program") to replace a previous program from 2022 which had been exhausted (the "2022 ATM Program"). Under the \$2.0 billion 2024 ATM Program, we may, from time to time, issue and sell shares of our common stock to or through sales agents up to established limits. We have refreshed our ATM program in the past and expect to refresh our ATM program periodically, which could lead to additional dilution for our stockholders in the future. We may also seek authorization to sell additional shares of common stock through other means which could lead to additional dilution for our stockholders. Please see Note 11 within the Condensed Consolidated Financial Statements of this Quarterly Report on Form 10-Q for sales of our common stock under our ATM programs.

**If we are not able to generate sufficient operating cash flows or obtain external financing, our ability to fund incremental expansion plans may be limited.**

Our capital expenditures, together with ongoing operating expenses, obligations to service our debt and the cash outlays associated with our REIT distribution requirements, are, and will continue to be, a substantial burden on our cash flow and may decrease our cash balances. Additional debt or equity financing may not be available when needed or, if available, may not be available on satisfactory terms. Our inability to obtain additional debt and/or equity financing or to generate sufficient cash from operations may require us to prioritize projects or curtail capital expenditures which could adversely affect our results of operations.

**Our derivative transactions expose us to counterparty credit risk.**

Our derivative transactions expose us to risk of financial loss if a counterparty fails to perform under a derivative contract. Disruptions in the financial markets could lead to sudden decreases in a counterparty's liquidity, which could make them unable to perform under the terms of their derivative contract and we may not be able to realize the benefit of the derivative contract.

**Risks Related to Environmental Laws and Climate Change Impact**

**Environmental regulations may impose upon us new or unexpected costs.**

We are subject to various federal, state and local environmental and health and safety laws and regulations in the United States and at our non-U.S. locations, including those relating to the generation, storage, handling and disposal of hazardous substances and wastes. Certain of these laws and regulations also impose joint and several liability, without regard to fault, for investigation and cleanup costs on current and former owners and operators of real property and persons who have disposed of or released hazardous substances into the environment. Our operations involve the use of hazardous substances and other regulated materials such as petroleum fuel for emergency generators, as well as batteries, cleaning solutions, refrigerants and other materials. At some of our locations, hazardous substances or regulated materials are known to be present in soil or groundwater, and there may be additional unknown hazardous substances or regulated materials present at sites that we own, operate or lease. At some of our locations, there are land use restrictions in place relating to earlier environmental cleanups that do not materially limit our use of the sites. To the extent any hazardous substances or any other substance or material must be investigated, cleaned up or removed from our property, we may be responsible under applicable laws, permits or leases for the investigation, removal or cleanup of such substances or materials, the cost of which could be substantial.

We purchase significant amounts of electricity from generating facilities and utility companies. These facilities and utility companies are subject to environmental laws, regulations, permit requirements and policy decisions that could be subject to material change, which could result in increases in our electricity suppliers' compliance costs that may be passed through to us. Regulations promulgated by the U.S. EPA or state agencies, or by regulators in other countries, could limit air emissions from fossil fuel-fired power plants, restrict discharges of cooling water, limit the availability of potable water and otherwise impose new operational restraints on power plants that could increase costs of electricity. Regulatory programs intended to promote increased generation of electricity from renewable sources may also increase our costs of procuring electricity. In addition, we are directly subject to environmental, health and safety laws regulating air emissions, storm water management and other environmental matters arising in our business. For example, our emergency generators are subject to state, federal and country-specific regulations governing air pollutants, which could limit the operation of those generators or require the installation of new pollution control technologies. While environmental regulations do not normally impose material costs upon our operations, unexpected events, equipment malfunctions, human error and changes in law or regulations, among other factors, can lead to additional capital requirements, limitations upon our operations and unexpected increased costs.

Regulation of greenhouse gas ("GHG") emissions could increase our costs of doing business, for example by increasing the cost of electricity produced by more GHG-intensive means (e.g., generated from fossil fuels), which could require the use of management or reduction of GHG emissions (e.g., carbon dioxide capture), or by imposing taxes or fees upon electricity or GHG emissions. In recent years, there has been interest in the U.S. and in countries where we operate abroad in regulating GHG emissions and otherwise addressing risks related to climate change. For example, in the U.S., new regulations and legislation have been proposed or enacted during the Biden Administration that limit or otherwise seeks to discourage carbon dioxide emissions and the use of fossil fuels. Such regulations and legislation have included or may in the future include measures ranging from direct regulation of GHG emissions to "carbon taxes," and tax incentives to promote the development and use of renewable energy and otherwise lower GHG emissions. Other countries in which we operate may also impose requirements and restrictions on GHG emissions.

Governmental regulations also have the potential to increase our costs of obtaining electricity. Certain U.S. states in which we operate have issued or are considering and may enact environmental regulations that could materially affect our facilities and electricity costs. For example, California limits GHG emissions from new and existing conventional power plants by imposing regulatory caps and by auctioning the rights to emission allowances. Multiple other states have issued regulations (or are considering regulations) to implement carbon cap and trade programs, carbon pricing programs and other mechanisms designed to limit GHG emissions.

To date, regulations aimed at reducing GHG emissions have not had a material adverse effect on our electricity costs, but potential new regulatory requirements and the market-driven nature of some of the programs could have a material adverse effect on electricity costs in the future. Global environmental regulations are expected to continue to change and evolve and may impose upon us new or unexpected costs. Concern about climate change and sustainability in various jurisdictions may result in more stringent laws and regulatory requirements regarding emissions of carbon dioxide or other GHGs. Restrictions on carbon dioxide or other GHG emissions could result in significant increases in operating or capital costs, including higher energy costs generally, and increased costs from carbon taxes, emission cap and trade programs and renewable portfolio standards that are imposed upon our electricity suppliers. These higher energy costs, and the cost of complying across our global platform or of failing to comply with these and any other climate change regulations, may have an adverse effect on our business and our results of operations. The course of future legislation and regulation in the U.S. and abroad remains difficult to predict and the potential increased costs associated with national or supra-national GHG regulation and other government policies cannot be estimated at this time.

**Our business may be adversely affected by physical risks related to climate change and our response to it.**

Severe weather events, such as droughts, wildfires, flooding, heat waves, hurricanes, typhoons and winter storms, pose a threat to our IBX data centers and our customers' IT infrastructure through physical damage to facilities or equipment, power supply disruption, and long-term effects on the cost of electricity. The frequency and intensity of severe weather events are reportedly increasing as part of broader climate changes. Changes in global weather patterns may also pose long-term risks of physical impacts to our business.

We maintain disaster recovery and business continuity plans that would be implemented in the event of severe weather events that interrupt our business or affect our customers' IT infrastructure housed in our IBX data centers. While these plans are designed to allow us to recover from natural disasters or other events that can interrupt our business, we cannot be certain that our plans will work as intended to mitigate the impacts of such disasters or events. Failure to prevent impact to customers from such events could adversely affect our business.

**We may fail to achieve our Environmental, Social and Governance ("ESG") and sustainability goals, or may encounter objections to them, either of which may adversely affect public perception of our business and affect our relationship with our customers, our stockholders and/or other stakeholders.**

We have prioritized sustainability and ESG objectives, including long term goals of procuring 100% clean and renewable energy coverage and reducing our GHG emissions from our operations and supply chain. We also face pressure from our customers, stockholders and other stakeholders, such as the communities in which we operate, who are increasingly focused on climate change, to prioritize renewable energy procurement, reduce our carbon footprint and promote sustainable practices. To address these goals and concerns, where possible, we plan to continue to scale our renewable energy strategy, seek low-carbon alternatives for traditional fuel sources, use refrigerants that pose fewer risks of environmental impact, and pursue opportunities to improve energy and water efficiency. As a result of these and other initiatives, we intend to make progress towards reducing our environmental impact and global carbon footprint, meet our public climate related commitments, as well as ensuring that our business remains viable in a low-carbon economy.

Pursuing these objectives involves additional costs for conducting our business. For example, developing and acting on ESG initiatives, including collecting, measuring, and reporting information, goals and other metrics can be costly, difficult and time consuming. We have separately undertaken efforts to procure coverage from renewable energy projects in order to support availability of new renewables development. These efforts to support and enhance renewable electricity generation may increase our costs of electricity above those that would be incurred through procurement of conventional electricity from existing sources or through conventional grids. Reducing our carbon footprint may require physical or operational modifications that may be costly. These initiatives could adversely affect our financial position and results of operations.

There is also a risk that our ESG and sustainability objectives will not be successful. It is possible that we may fail to reach our stated environmental goals in a timely manner or that our customers, stockholders or members of our communities might not be satisfied with our sustainability efforts or the speed of their adoption. Our customers, stockholders or others may object to our ESG and sustainability objectives or the manner in which we seek to achieve such objectives. A failure to meet our environmental goals, or significant controversy regarding these goals

and how we achieve them, could adversely affect public perception of our business, employee morale or customer, stockholder or community support. If we do not meet our customers' or stockholders' expectations regarding those initiatives, or lose support in our communities, our business and/or our share price could be harmed.

There is some indication that ESG and sustainability goals are becoming more controversial, as some governmental entities in the U.S. and certain investor constituencies question the appropriateness of or object to ESG and sustainability initiatives. Some investors may use ESG-related factors to guide their investment strategies and may choose not to invest in us, a factor that would tend to reduce demand for our shares and possibly affect our share price adversely. We also may face potential governmental enforcement actions or private litigation challenging our ESG and sustainability goals, or our disclosure of those goals and our metrics for measuring achievement of them. New or changing regulation or public opinion regarding our ESG and sustainability goals or our actions to achieve them may result in adverse effects on our financial performance, reputation or demand for our services and products, or may otherwise result in obligations and liabilities that cannot predicted or estimated at this time.

#### **Risks Related to Certain Regulations and Laws, Including Tax Laws**

**Geopolitical events contribute to an already complex and evolving regulatory landscape. If we cannot comply with the evolving laws and regulations in the countries in which we operate, we may be subject to litigation and/or sanctions, adverse revenue impacts, increased costs and our business and results of operations could be negatively impacted.**

Geopolitical events, such as the United Kingdom's withdrawal from the European Union ("Brexit"), the Hong Kong national security law, the trade war between the U.S. and China, the war between Russia and Ukraine and, most recently, the escalation of the ongoing conflict in the Middle East, could have a negative effect on our business domestically and/or internationally. While some time has passed since some of these events first occurred, it remains unpredictable how these events will continue to develop and impact the environment in which we do business.

Additionally, in light of the recently held and upcoming elections in the U.S. and around the world, there is considerable uncertainty regarding reforms of various aspects of existing laws, regulations and enforcement priorities and strategies that could have a material effect on our business and results of operations, as well as on the price of our common stock. Many countries and states have increasingly taken a more proactive approach on sustainability through the adoption of regulations that oblige corporations to make disclosures on their corporate sustainability efforts through mandatory ESG reporting and to decarbonize their operations and supply chain. It is possible that compliance with the sustainability-related regulations and directives will require us to re-evaluate and make changes to our current operations and our supply chain and thus increase our cost of doing business in the relevant affected regions or countries. We may incur incremental costs to enhance our internal systems to collect the data needed to meet these regulatory requirements, including attestation standards.

In countries where there are shortages of power, land and water resources, local governments have and/or will be imposing more stringent regulations and requirements to control the growth and development of data centers in their countries. New builds and further expansion of data center operations in such markets are increasingly being evaluated and approvals (where required) may only be granted where a data center operator is not only able to demonstrate that it is efficient in its use of energy and water but also that its operations have and/or will bring positive and significant environmental, economic and social impact to the country and the local community.

Digitalization has been accelerated in many countries as a direct consequence of the pandemic and regulators are increasingly aware and recognizing the importance of data centers in ensuring the availability, resiliency, security and stability of digitalized critical services such as national security, healthcare and financial and banking services. Regulations such as the US Cyber Incident Reporting for Critical Infrastructure Act of 2022 ("CIRCA 2022"), the SEC Cybersecurity Disclosure Rule, the EU Network and Information Security Directive No.2 ("NIS2"), the EU Digital Operational Resilience Act, and Australia's Security of Critical Infrastructure Act 2018 make it mandatory for Equinix to comply with more stringent requirements related to cybersecurity, controls on data storage and cross border data transfer and operational resilience, more so, in countries where our entities and/or IBXs are designated as critical information or critical national infrastructure. Regulatory compliance may lead to additional costs and impact returns on investments in the relevant jurisdictions.

With respect to the current trade war between the U.S. and China, we have several customers in China named in restrictive executive orders by the previous U.S. administration that are currently covered by a freeze issued by the current U.S. administration or currently enjoined from enforcement subject to pending litigation. If Equinix is required to cease business with these companies, or additional companies in the future, our revenues could be adversely affected. Similarly, current relations between the U.S. and China have created increased supply chain risk due to successive U.S. legislation promoting decoupling from China on semiconductors, memory, and specific telecommunications equipment makers, and having to source for alternative suppliers for key components outside of China.

Additionally, laws and regulations related to economic sanctions, export controls, anti-bribery and anti-corruption, and other international activities may restrict or limit our ability to engage in transactions or dealings with certain counterparties, in or with certain countries or territories, or in certain activities. We cannot guarantee compliance with all such laws and regulations, and failure to comply with such laws and regulations could expose us to fines, penalties, or costly and expensive investigations.

Violations of any of applicable domestic or international laws and regulations could result in fines, criminal sanctions against us, our officers or our employees, and prohibitions on the conduct of our business. Any such violations could include prohibitions on our ability to provide our offerings in one or more countries, could delay or prevent potential acquisitions, and could also materially damage our reputation, our brand, our international expansion efforts, our ability to attract and retain employees, our business and results of operations.

**Government regulation related to our business or failure to comply with laws and regulations may adversely affect our business.**

Various laws and governmental regulations, both in the U.S. and abroad, governing internet-related services, related communications services and information technologies remain largely unsettled, even in areas where there has been some legislative action. For example, the Federal Communications Commission ("FCC") recently overturned network neutrality rules, which may result in material changes in the regulations and contribution regime affecting us and our customers. Furthermore, the U.S. Congress and state legislatures are reviewing and considering changes to the new FCC rules making the future of network neutrality uncertain. Changes to these laws and regulations could have a material adverse effect on us and our customers. We expect there may also be forthcoming regulation in areas of regulating the responsible use of artificial intelligence, such as the proposed EU Artificial Intelligence Act and the introduction of heightened measures to be adopted with respect to cybersecurity, data privacy, sustainability, taxation and data security, any of which could impact us and our customers.

We remain focused on whether and how existing and changing laws, such as those governing intellectual property, privacy, libel, telecommunications services, data flows/data localization, carbon emissions impact, competition and antitrust, and taxation apply to our business and those which might have a material effect on our customers' decisions to purchase our solutions. Substantial resources may be required to comply with regulations or bring any non-compliant business practices into compliance with such regulations. In addition, the continuing development of the market for online commerce and the displacement of traditional telephony service by the internet and related communications services may prompt an increased call for more stringent consumer protection laws or other regulation both in the U.S. and abroad that may impose additional burdens on companies conducting business online and their service providers.

Our business was designated "critical infrastructure" or "essential services" which allowed our data centers to remain open in many jurisdictions during the COVID-19 pandemic. Any regulations restricting our ability to operate our business for any reason could have a material adverse effect on our business. Additionally, these "essential services" and "critical infrastructure" designations could lead countries or local regulators to impose additional regulations on the data center industry in order to have better visibility and control over our industry for future events and crises.

We strive to comply with all laws and regulations that apply to our business. However, as these laws evolve, they can be subject to varying interpretations and regulatory discretion. To the extent a regulator or court disagrees with our interpretation of these laws and determines that our practices are not in compliance with applicable laws and regulations, we could be subject to civil and criminal penalties that could adversely affect our business operations. The adoption, or modification of laws or regulations relating to the internet and our business, or

interpretations of existing laws, could have a material adverse effect on our business, financial condition and results of operations.

**Changes in U.S. or foreign tax laws, regulations, or interpretations thereof, including changes to tax rates, may adversely affect our financial statements and cash taxes.**

We are a U.S. company with global subsidiaries and are subject to income and other taxes in the U.S. (although currently limited due to our taxation as a REIT) and many foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income and other taxes. Although we believe that we have adequately assessed and accounted for our potential tax liabilities, and that our tax estimates are reasonable, there can be no certainty that additional taxes will not be due upon audit of our tax returns or as a result of changes to the tax laws and interpretations thereof. For example, we are currently undergoing audits in a number of jurisdictions where we operate. The final results of these audits are uncertain and may not be resolved in our favor.

The Organization for Economic Co-operation and Development ("OECD") is an international association made up of over 30 countries including the U.S. The OECD has proposed and made numerous changes to long-standing tax principles, which, if adopted by the member countries, could have a materially adverse effect on our tax liabilities. For example, it has proposed a framework to implement a global minimum tax of 15% for businesses with global revenues and profits above certain thresholds (referred to as Pillar Two). The framework includes a mechanism empowering foreign jurisdictions to levy a top-up tax on our profits in the U.S. Certain aspects of Pillar Two became effective January 1, 2024, and the rest of the new tax regime will become effective January 1, 2025. While it is uncertain whether the U.S. will enact legislation to adopt Pillar Two, certain countries in which we operate have partially adopted Pillar Two, and other countries are in the process of introducing legislation to adopt the new tax regime. We are continuing to evaluate the impacts of the development in the jurisdictions in which we operate.

The COVID-19 pandemic led to increased spending by many governments in the past years. Because of this, there could be pressure to increase taxes in the future to pay back debts and generate revenues. The nature and timing of any future changes to each jurisdiction's tax laws and the impact on our future tax liabilities cannot be predicted with any accuracy, but could materially and adversely impact our results of operations and financial position or cash flows.

**Our business could be adversely affected if we are unable to maintain our complex global legal entity structure.**

We maintain a complex global organizational structure, containing numerous legal entities of varied types and serving various purposes, in each country in which we operate. For example, to maintain our qualification for taxation as a REIT for U.S. federal income tax purposes, we use TRSs and qualified REIT subsidiaries ("QRSs") in order to segregate our income between net income from real estate and net income from other non-real estate activities. This results in significantly more entities than we might otherwise utilize if we were not having to maintain our qualification for taxation as a REIT in the U.S.

Additionally, we maintain certain other region and/or business specific organizational structures for various tax, legal and other business purposes. The organization, maintenance and reporting requirements for our entity structure are complex and require coordination amongst many teams within Equinix and the use of outside service providers. While we use automation tools and software where possible to manage this process, a meaningful amount of work continues to be manual. We believe we have adequate controls in place to manage these complex structures, but if our controls fail, there could be significant legal and tax implications to our business and our operations including but not limited to material tax and legal liabilities.

**Risks Related to Our REIT Status in the U.S.**

**We may not remain qualified for taxation as a REIT.**

We elected to be taxed as a REIT for U.S. federal income tax purposes beginning with our 2015 taxable year. We believe that our organization and method of operation comply with the rules and regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Code"), such that we will continue to qualify for taxation as a REIT. However, we cannot assure you that we have qualified for taxation as a REIT or that we will remain so qualified. Qualification for taxation as a REIT involves the application of highly technical and complex provisions of

the Code to our operations as well as various factual determinations concerning matters and circumstances not entirely within our control. There are limited judicial or administrative interpretations of applicable REIT provisions of the Code.

If, in any taxable year, we fail to remain qualified for taxation as a REIT and are not entitled to relief under the Code:

- we will not be allowed a deduction for distributions to stockholders in computing our taxable income;
- we will be subject to U.S. federal and state income tax on our taxable income at regular corporate income tax rates; and
- we would not be eligible to elect REIT status again until the fifth taxable year that begins after the first year for which we failed to qualify for taxation as a REIT.

Any such corporate tax liability could be substantial and would reduce the amount of cash available for other purposes. If we fail to remain qualified for taxation as a REIT, we may need to borrow additional funds or liquidate some investments to pay any additional tax liability. Accordingly, funds available for investment and distributions to stockholders could be reduced.

**As a REIT, failure to make required distributions would subject us to federal corporate income tax.**

We paid a quarterly distribution on September 18, 2024 and have declared a quarterly distribution to be paid on December 11, 2024. The amount, timing and form of any future distributions will be determined, and will be subject to adjustment, by our Board of Directors. To remain qualified for taxation as a REIT, we are generally required to distribute at least 90% of our REIT taxable income (determined without regard to the dividends paid deduction and excluding net capital gain) each year, or in limited circumstances, the following year, to our stockholders. Generally, we expect to distribute all or substantially all of our REIT taxable income. If our cash available for distribution falls short of our estimates, we may be unable to maintain distributions that approximate our REIT taxable income and may fail to remain qualified for taxation as a REIT. In addition, our cash flows from operations may be insufficient to fund required distributions as a result of differences in timing between the actual receipt of income and the payment of expenses and the recognition of income and expenses for federal income tax purposes, or the effect of nondeductible expenditures, such as capital expenditures, payments of compensation for which Section 162(m) of the Code denies a deduction, interest expense deductions limited by Section 163(j) of the Code, the creation of reserves or required debt service or amortization payments.

To the extent that we satisfy the 90% distribution requirement but distribute less than 100% of our REIT taxable income, we will be subject to federal corporate income tax on our undistributed taxable income. In addition, we will be subject to a 4% nondeductible excise tax on our undistributed taxable income if the actual amount that we distribute to our stockholders for a calendar year is less than the minimum amount specified under the Code.

**Complying with REIT requirements may limit our flexibility or cause us to forgo otherwise attractive opportunities.**

To remain qualified for taxation as a REIT for U.S. federal income tax purposes, we must satisfy tests concerning, among other things, the sources of our income, the nature and diversification of our assets and the amounts we distribute to our stockholders. For example, under the Code, no more than 20% of the value of the assets of a REIT may be represented by securities of one or more TRSs. Similar rules apply to other nonqualifying assets. These limitations may affect our ability to make large investments in other non-REIT qualifying operations or assets. In addition, in order to maintain our qualification for taxation as a REIT, we must distribute at least 90% of our REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gains. Even if we maintain our qualification for taxation as a REIT, we will be subject to U.S. federal income tax at regular corporate income tax rates for our undistributed REIT taxable income, as well as U.S. federal income tax at regular corporate income tax rates for income recognized by our TRSs; we also pay taxes in the foreign jurisdictions in which our international assets and operations are held and conducted regardless of our qualification for taxation as a REIT. Because of these distribution requirements, we will likely not be able to fund future capital needs and investments from operating cash flow. As such, compliance with REIT tests may hinder our ability to make certain attractive investments, including the purchase of significant nonqualifying assets and the material expansion of non-real estate activities.

**Our use of TRSs, including for certain of our international operations, may cause us to fail to remain qualified for taxation as a REIT in the U.S.**

Our operations utilize TRSs to facilitate our qualification for taxation as a REIT. The net income of our TRSs is not included in our REIT taxable income unless it is distributed by an applicable TRS, and income that is not included in our REIT taxable income generally is not subject to the REIT income distribution requirement. Our ability to receive distributions from our TRSs is limited by the rules with which we must comply to maintain our qualification for taxation as a REIT. In particular, at least 75% of our gross income for each taxable year as a REIT must be derived from real estate. Consequently, no more than 25% of our gross income may consist of dividend income from our TRSs and other nonqualifying types of income. Thus, our ability to receive distributions from our TRSs may be limited and may impact our ability to fund distributions to our stockholders using cash flows from our TRSs.

Further, there may be limitations on our ability to accumulate earnings in our TRSs and the accumulation or reinvestment of significant earnings in our TRSs could result in adverse tax treatment. In particular, if the accumulation of cash in our TRSs causes (1) the fair market value of our securities in our TRSs to exceed 20% of the fair market value of our assets or (2) the fair market value of our securities in our TRSs and other nonqualifying assets to exceed 25% of the fair market value of our assets, then we will fail to remain qualified for taxation as a REIT. Further, a substantial portion of our TRSs are overseas, and a material change in foreign currency rates could also negatively impact our ability to remain qualified for taxation as a REIT.

The Code imposes limitations on the ability of our TRSs to utilize specified income tax deductions, including limits on the use of net operating losses and limits on the deductibility of interest expense.

**Even if we remain qualified for taxation as a REIT, some of our business activities are subject to corporate level income tax and foreign taxes, which will continue to reduce our cash flows, and we will have potential deferred and contingent tax liabilities.**

Even if we remain qualified for taxation as a REIT, we may be subject to some federal, state, local and foreign taxes, including taxes on any undistributed income, and state, local or foreign income, franchise, property and transfer taxes. In addition, we could in certain circumstances be required to pay an excise or penalty tax, which could be significant in amount, in respect of dealer property income or in order to utilize one or more relief provisions under the Code to maintain our qualification for taxation as a REIT.

A portion of our business is conducted through wholly owned TRSs because certain of our business activities could generate nonqualifying REIT income as currently structured and operated. The income of our U.S. TRSs will continue to be subject to federal and state corporate income taxes. In addition, our international assets and operations will continue to be subject to taxation in the foreign jurisdictions where those assets are held or those operations are conducted. Any of these taxes would decrease our earnings and our available cash.

We will also be subject to a U.S. federal corporate level income tax at the highest regular corporate income tax rate on gain recognized from a sale of a REIT asset where our basis in the asset is determined by reference to the basis of the asset in the hands of a C corporation (such as an asset that we or our QRSs hold following the liquidation or other conversion of a former TRS). This tax is generally applicable to any disposition of such an asset during the five-year period after the date we first owned the asset as a REIT asset, to the extent of the built-in-gain based on the fair market value of such asset on the date we first held the asset as a REIT asset.

**Our certificate of incorporation contains restrictions on the ownership and transfer of our stock, though they may not be successful in preserving our qualification for taxation as a REIT.**

In order for us to remain qualified for taxation as a REIT, no more than 50% of the value of outstanding shares of our stock may be owned, beneficially or constructively, by five or fewer individuals at any time during the last half of each taxable year. In addition, rents from "affiliated tenants" will not qualify as qualifying REIT income if we own 10% or more by vote or value of the customer, whether directly or after application of attribution rules under the Code. Subject to certain exceptions, our certificate of incorporation prohibits any stockholder from owning, beneficially or constructively, more than (i) 9.8% in value of the outstanding shares of all classes or series of our capital stock or (ii) 9.8% in value or number, whichever is more restrictive, of the outstanding shares of any class or series of our capital stock. We refer to these restrictions collectively as the "ownership limits" and we included them in our certificate of incorporation to facilitate our compliance with REIT tax rules. The constructive ownership rules

under the Code are complex and may cause the outstanding stock owned by a group of related individuals or entities to be deemed to be constructively owned by one individual or entity. As a result, the acquisition of less than 9.8% of our outstanding common stock (or the outstanding shares of any class or series of our stock) by an individual or entity could cause that individual or entity or another individual or entity to own constructively in excess of the relevant ownership limits. Any attempt to own or transfer shares of our common stock or of any of our other capital stock in violation of these restrictions may result in the shares being automatically transferred to a charitable trust or may be void. Even though our certificate of incorporation contains the ownership limits, there can be no assurance that these provisions will be effective to prevent our qualification for taxation as a REIT from being jeopardized, including under the affiliated tenant rule. Furthermore, there can be no assurance that we will be able to monitor and enforce the ownership limits. If the restrictions in our certificate of incorporation are not effective and, as a result, we fail to satisfy the REIT tax rules described above, then absent an applicable relief provision, we will fail to remain qualified for taxation as a REIT.

In addition, the ownership and transfer restrictions could delay, defer or prevent a transaction or a change in control that might involve a premium price for our stock or otherwise be in the best interest of our stockholders. As a result, the overall effect of the ownership and transfer restrictions may be to render more difficult or discourage any attempt to acquire us, even if such acquisition may be favorable to the interests of our stockholders.

### **General Risk Factors**

#### **The effects of a pandemic (including COVID-19) could have a negative effect on our business, results of operations and financial condition.**

We continuously monitored our global operations in light of the COVID-19 pandemic. We implemented procedures focusing on the health and safety of our employees, customers, partners and communities, the continuity of our business offerings and compliance with governmental regulations and local public health guidance and ordinances. While our business operations continued without interruption and our IBX data centers remained fully operational to date, we cannot guarantee our business operations or our IBX data centers will not be negatively impacted in the future because of another pandemic, including one related to COVID-19.

#### **Inadequate or inaccurate external and internal information, including budget and planning data, could lead to inaccurate financial forecasts and inappropriate financial decisions.**

Our financial forecasts are dependent on estimates and assumptions regarding budget and planning data, market growth, foreign exchange rates, our ability to remain qualified for taxation as a REIT, and our ability to generate sufficient cash flow to reinvest in the business, fund internal growth, make acquisitions, pay dividends and meet our debt obligations. Our financial projections are based on historical experience and on various other assumptions that our management believes to be reasonable under the circumstances and at the time they are made.

We continue to evolve our forecasting models as necessary and appropriate but if our predictions are inaccurate and our results differ materially from our forecasts, we could make inappropriate financial decisions. Additionally, inaccuracies in our models could adversely impact our compliance with REIT asset tests, future profitability, stock price and/or stockholder confidence.

#### **Fluctuations in foreign currency exchange rates, especially the strength of the U.S. dollar, in the markets in which we operate internationally could harm our results of operations.**

We have experienced and may continue to experience gains and losses resulting from fluctuations in foreign currency exchange rates. To date, the majority of revenues and costs in our international operations are denominated in foreign currencies. Where our prices are denominated in U.S. Dollars, our sales and revenues could be adversely affected by declines in foreign currencies relative to the U.S. Dollar, thereby making our offerings more expensive in local currencies. We are also exposed to risks resulting from fluctuations in foreign currency exchange rates in connection with our international operations. To the extent we are paying contractors in foreign currencies, our operations could cost more than anticipated as a result of declines in the U.S. Dollar relative to foreign currencies. In addition, fluctuating foreign currency exchange rates have a direct impact on how our international results of operations translate into U.S. Dollars.

Although we currently undertake, and may decide in the future to further undertake, foreign exchange hedging transactions to reduce foreign currency transaction exposure, not every market is appropriate for a hedging strategy and we do not currently intend to eliminate all foreign currency transaction exposure. In addition, REIT compliance rules may restrict our ability to enter into hedging transactions. Therefore, any weakness of the U.S. Dollar may have a positive impact on our consolidated results of operations because the currencies in the foreign countries in which we operate may translate into more U.S. Dollars. However, as we have experienced more recently, if the U.S. Dollar strengthens relative to the currencies of the foreign countries in which we operate, our consolidated financial position and results of operations may be negatively impacted as amounts in foreign currencies will generally translate into fewer U.S. Dollars. For additional information on foreign currency risks, refer to our discussion of foreign currency risk in "Quantitative and Qualitative Disclosures about Market Risk" included in Item 2 of this Quarterly Report on Form 10-Q.

**If our internal controls are found to be ineffective, our financial results or our stock price may be adversely affected.**

Our most recent evaluation of our controls resulted in our conclusion that, as of December 31, 2023, in compliance with Section 404 of the Sarbanes-Oxley Act of 2002, our internal controls over financial reporting were effective. Our ability to manage our operations and growth through, for example, the integration of recently acquired businesses, the entry into new joint venture structures, the adoption of new accounting principles and tax laws, and our overhaul of our back-office systems that, for example, support the customer experience from initial quote to customer billing and our revenue recognition process, will require us to further develop our controls and reporting systems and implement or amend new or existing controls and reporting systems in those areas where the implementation and integration is still ongoing. All of these changes to our financial systems and the implementation and integration of acquisitions create an increased risk of deficiencies in our internal controls over financial reporting. If, in the future, our internal control over financial reporting is found to be ineffective, or if a material weakness is identified in our controls over financial reporting, our financial results may be adversely affected. Investors may also lose confidence in the reliability of our financial statements which could adversely affect our stock price.

**Terrorist activity, or other acts of violence, including violence stemming from the current climate of political and economic uncertainty, could adversely impact our business.**

The continued threat of terrorist activity and other acts of war or hostility both domestically and abroad by terrorist organizations, organized crime organizations, or other criminals along with violence stemming from political unrest, contribute to a climate of political and economic uncertainty in many of the regions in which we operate. Due to existing or developing circumstances, we may need to incur additional costs in the future to provide enhanced security, including cybersecurity and physical security, which could have a material adverse effect on our business and results of operations. These circumstances may also adversely affect our ability to attract and retain customers and employees, our ability to raise capital and the operation and maintenance of our IBX data centers.

**We may not be able to protect our intellectual property rights.**

We cannot make assurances that the steps taken by us to protect our intellectual property rights will be adequate to deter misappropriation of proprietary information or that we will be able to detect unauthorized use and take appropriate steps to enforce our intellectual property rights. We also are subject to the risk of litigation alleging infringement of third-party intellectual property rights. Any such claims could require us to spend significant sums in litigation, pay damages, develop non-infringing intellectual property or acquire licenses to the intellectual property that is the subject of the alleged infringement.

**We have various mechanisms in place that may discourage takeover attempts.**

Certain provisions of our certificate of incorporation and bylaws may discourage, delay or prevent a third party from acquiring control of us in a merger, acquisition or similar transaction that a stockholder may consider favorable. Such provisions include:

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- ownership limitations and transfer restrictions relating to our stock that are intended to facilitate our compliance with certain REIT rules relating to share ownership;
- authorization for the issuance of "blank check" preferred stock;
- the prohibition of cumulative voting in the election of directors;
- limits on the persons who may call special meetings of stockholders;
- limits on stockholder action by written consent; and
- advance notice requirements for nominations to the Board of Directors or for proposing matters that can be acted on by stockholders at stockholder meetings.

In addition, Section 203 of the Delaware General Corporation Law, which restricts certain business combinations with interested stockholders in certain situations, may also discourage, delay or prevent someone from acquiring or merging with us.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

None.

**Item 3. Defaults Upon Senior Securities**

None.

**Item 4. Mine Safety Disclosure**

Not applicable.

**Item 5. Other Information**

**Rule 10b5-1 Trading Plans**

During the three months ended September 30, 2024, each of the following directors and/or officers adopted a “Rule 10b5-1 trading arrangement”, as each term is defined in Item 408(a) of Regulation S-K. All trading plans were entered into during an open insider trading window and are intended to satisfy the affirmative defense of Rule 10b5- (c) under the Securities Exchange Act of 1934, as amended, and our policies regarding transactions in our securities.

	<b>Adoption Date</b>	<b>Start Date</b>	<b>End Date</b>	<b>Total Shares to be Sold</b>
Christopher Paisley, Director	08/13/2024	11/18/2024	08/29/2025	See footnote <sup>(1)</sup>
Adaire Fox-Martin, Director, Chief Executive Officer and President	08/15/2024	12/03/2024	06/30/2025	See footnote <sup>(2)</sup>

<sup>(1)</sup> Mr. Paisley’s plan includes the potential sale of 600 shares, previously acquired via Restricted Stock Unit(s), for diversification purposes.

<sup>(2)</sup> Ms. Fox-Martin’s plan includes, subject to the achievement of performance conditions, the potential sale of shares for tax withholding purposes relating to awards totaling up to 25,159 shares on a grant-by-grant basis. This plan also includes any shares to be granted under the 2024 Annual Incentive Plan, as determined based on final company performance, to be sold for tax withholding purposes.

[Table of Contents](#)**Item 6. Exhibits**

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed Herewith
		Form	Filing Date/ Period End Date	Exhibit	
2.1	Rule 2.7 Announcement, dated as of May 29, 2015. Recommended Cash and Share Offer for Teleticity Group plc by Equinix, Inc.	8-K	5/29/2015	2.1	
2.2	Cooperation Agreement, dated as of May 29, 2015, by and between Equinix, Inc. and Teleticity Group plc.	8-K	5/29/2015	2.2	
2.3	Amendment to Cooperation Agreement, dated as of November 24, 2015, by and between Equinix, Inc. and Teleticity Group plc.	10-K	12/31/2015	2.3	
2.4	Transaction Agreement, dated as of December 6, 2016, by and between Verizon Communications Inc. and Equinix, Inc.	8-K	12/6/2016	2.1	
2.5	Amendment No. 1 to the Transaction Agreement, dated February 23, 2017, by and between Verizon Communications Inc. and Equinix, Inc.	10-K	12/31/2016	2.5	
2.6	Amendment No. 2 to the Transaction Agreement, dated April 30, 2017, by and between Verizon Communications Inc. and Equinix, Inc.	8-K	5/1/2017	2.1	
2.7	Amendment No. 3 to the Transaction Agreement, dated June 29, 2018, by and between Verizon Communications Inc. and Equinix, Inc.	10-Q	8/8/2018	2.7	
3.1	Amended and Restated Certificate of Incorporation of the Registrant, as amended to date.	10-K/A	12/31/2002	3.1	
3.2	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant.	8-K	6/14/2011	3.1	
3.3	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant.	8-K	6/11/2013	3.1	
3.4	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant.	10-Q	6/30/2014	3.4	
3.5	Certificate of Designation of Series A and Series A-1 Convertible Preferred Stock.	10-K/A	12/31/2002	3.3	
3.6	Amended and Restated Bylaws of the Registrant.	8-K	3/13/2023	3.1	
4.1	Reference is made to Exhibits 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6.				
4.2	Indenture, dated as of December 12, 2017, between Equinix, Inc. and U.S. Bank National Association, as Trustee.	8-K	12/5/2017	4.1	
4.3	Fourth Supplemental Indenture, dated as of November 18, 2019, among Equinix, Inc. and U.S. Bank National Association, as Trustee.	8-K	11/18/2019	4.2	

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4.4	Form of 2.625% Senior Note due 2024 (See Exhibit 4.3)			
4.5	<a href="#">Fifth Supplemental Indenture, dated as of November 18, 2019, among Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	11/18/2019	4.4
4.6	Form of 2.900% Senior Note due 2026 (See Exhibit 4.5)			
4.7	<a href="#">Sixth Supplemental Indenture, dated as of November 18, 2019, among Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	11/18/2019	4.6
4.8	Form of 3.200% Senior Note due 2029 (See Exhibit 4.7)	8-K	6/22/2020	
4.9	<a href="#">Seventh Supplemental Indenture, dated as of June 22, 2020, among Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	6/22/2020	4.2
4.10	Form of 1.250% Senior Note due 2025 (See Exhibit 4.9)			
4.11	<a href="#">Eighth Supplemental Indenture, dated as of June 22, 2020, among Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	6/22/2020	4.4
4.12	Form of 1.800% Senior Note due 2027 (See Exhibit 4.11)			
4.13	<a href="#">Ninth Supplemental Indenture, dated as of June 22, 2020, among Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	6/22/2020	4.6
4.14	Form of 2.150% Senior Note due 2030 (see Exhibit 4.13)			
4.15	<a href="#">Tenth Supplemental Indenture, dated as of June 22, 2020, among Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	6/22/2020	4.8
4.16	Form of 3.000% Senior Note due 2050 (See Exhibit 4.15)			
4.17	<a href="#">Eleventh Supplemental Indenture, dated as of October 7, 2020, among Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	10/7/2020	4.2
4.18	Form of 1.000% Senior Note due 2025 (included in Exhibit 4.17)			
4.19	<a href="#">Twelfth Supplemental Indenture, dated as of October 7, 2020, among Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	10/7/2020	4.4
4.20	Form of 1.550% Senior Note due 2028 (included in Exhibit 4.19)			
4.21	<a href="#">Thirteenth Supplemental Indenture, dated as of October 7, 2020, among Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	10/7/2020	4.6
4.22	Form of 2.950% Senior Note due 2051 (included in Exhibit 4.21)			
4.23	<a href="#">Fourteenth Supplemental Indenture, dated as of March 10, 2021, between Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	3/11/2021	4.2

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4.24	Form of 0.250% Senior Note due 2027 (included in Exhibit 4.23)			
4.25	<a href="#">Fifteenth Supplemental Indenture, dated as of March 10, 2021, between Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	3/11/2021	4.4
4.26	Form of 1.000% Senior Note due 2033 (included in Exhibit 4.25)			
4.27	<a href="#">Sixteenth Supplemental Indenture, dated as of May 17, 2021, between Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	5/17/2021	4.2
4.28	Form of 1.450% Senior Note due 2026 (included in Exhibit 4.27)			
4.29	<a href="#">Seventeenth Supplemental Indenture, dated as of May 17, 2021, between Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	5/17/2021	4.4
4.30	Form of 2.000% Senior Note due 2028 (included in Exhibit 4.29)			
4.31	<a href="#">Eighteenth Supplemental Indenture, dated May 17, 2021, between Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	5/17/2021	4.6
4.32	Form of 2.500% Senior Note due 2031 (included in Exhibit 4.31)			
4.33	<a href="#">Nineteenth Supplemental Indenture, dated May 17, 2021, between Equinix, Inc. and U.S. Bank National Association, as Trustee.</a>	8-K	5/17/2021	4.8
4.34	Form of 3.400% Senior Note due 2052 (included in Exhibit 4.33)			
4.35	<a href="#">Twentieth Supplemental Indenture, dated as of April 5, 2022, between Equinix, Inc. and U.S. Bank Trust Company National Association, as Trustee.</a>	8-K	4/5/2022	4.2
4.36	Form of 3.900% Senior Notes due 2032 (included in Exhibit 4.35)			
4.37	<a href="#">Notes Purchase Agreement, dated February 7, 2023, and issued by Equinix Japan K.K. and Equinix, Inc. as Parent Guarantor.</a>	10-Q	3/31/2023	4.39
4.38	<a href="#">Terms and Conditions of the Swiss Francs bonds due September 12, 2028, issued by Equinix Europe 1 Financing Corporation LLC and guaranteed by Equinix, Inc. as Guarantor.</a>	10-Q	9/30/2023	4.40
4.39	<a href="#">Indenture, dated as of March 18, 2024, among Equinix Europe 2 Financing Corporation LLC, as issuer, Equinix, Inc., as guarantor, and U.S. Bank Trust Company, National Association, as trustee</a>	POSASR	3/18/2024	4.40
4.40	<a href="#">First Supplemental Indenture, dated as of May 30, 2024, among Equinix Europe 2 Financing Corporation LLC, as issuer, Equinix, Inc., as guarantor, and U.S. Bank Trust Company, National Association, as trustee</a>	8-K	5/30/2024	4.20
4.41	Form of 5.500% Senior Note due 2034 (included in Exhibit 4.40)			

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4.42	Bond Purchase and Paying Agency Agreement dated September 2, 2024 between Equinix Europe 1 Financing Corporation LLC and Equinix, Inc. as Guarantor and BNP Paribas (Suisse) SA as Swiss Paying Agent and Deutsche Bank AG London Branch as Joint Lead Managers			X
4.43	Second Supplemental Indenture, dated as of September 3, 2024, among Equinix Europe 2 Financing Corporation LLC, as issuer, Equinix, Inc., as guarantor, Elavon Financial Services DAC, UK Branch, as paying agent, and U.S. Bank Trust Company, National Association, as registrar and trustee	8-K	9/3/2024	4.2
4.44	Form of 3.650% Senior Note due 2033 (included in Exhibit 4.43)	8-K	9/3/2024	4.3
4.45	Form of Registrant's Common Stock Certificate.	10-K	12/31/2014	4.13
4.46	Description of Securities	10-K	12/31/2023	4.38
10.1	Agreement for Purchase and Sale of Shares Among RW Brasil Fundo de Investimentos em Participação, Antônio Eduardo Zago De Carvalho and Sidney Victor da Costa Breyer, as Sellers, and Equinix Brasil Participações Ltda., as Purchaser, and Equinix South America Holdings LLC., as a Party for Limited Purposes and ALOG Soluções de Tecnologia em Informática S.A. as Intervening Consenting Party dated July 18, 2014.	10-Q	9/30/2014	10.67
10.2	Credit Agreement dated January 7, 2022 by and among Equinix, as borrower, a syndicate of financial institutions, as lenders, Bank of America, N.A., as administrative agent, Citibank, N.A., JPMorgan Chase Bank, N.A., MUFG Bank, Ltd., RBC Capital Markets, Goldman Sachs Bank USA and HSBC Securities (USA) Inc., as co-syndication agents, Barclays Bank PLC, BNP Paribas, Deutsche Bank AG New York Branch, ING Bank N.V., Dublin Branch, Morgan Stanley Senior Funding, Inc., Sumitomo Mitsui Banking Corporation, The Bank of Nova Scotia and TD Securities (USA) LLC, as co-documentation agents, and BofA Securities, Inc., Citibank, N.A., JPMorgan Chase Bank, N.A., MUFG Bank, Ltd., RBC Capital Markets, Goldman Sachs Bank USA and HSBC Securities (USA) Inc., as joint lead arrangers and book runners.	10-K	12/31/2021	10.22
10.3**	Form of Indemnification Agreement between the Registrant and each of its officers and directors.	S-4 (File No. 333-93749)	12/29/1999	10.5
10.4**	2000 Equity Incentive Plan, as amended.	10-K	12/31/2021	10.2
10.5**	2020 Equity Incentive Plan	DEF14A	4/27/2020	Appendix A
10.6**	Equinix, Inc. 2004 Employee Stock Purchase Plan	DEF 14A	4/12/2024	Appendix B

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10.7**	2022 Form of Revenue/AFFO per Share/Digital Services Performance Restricted Stock Unit Agreement for Executives.	10-Q	3/31/2022	10.11
10.8**	2022 Form of TSR Restricted Stock Unit Agreement for Executives.	10-Q	3/31/2022	10.12
10.9**	2022 Form of Time-Based Restricted Stock Unit Agreement for Executives.	10-Q	3/31/2022	10.13
10.10**	2023 Form of Revenue/AFFO per Share/Digital Services Performance Restricted Stock Unit Agreement for Executives.	10-Q	3/31/2023	10.15
10.11**	2023 Form of TSR Restricted Stock Unit Agreement for Executives.	10-Q	3/31/2023	10.16
10.12**	2023 Form of Time-Based Restricted Stock Unit Agreement for Executives.	10-Q	3/31/2023	10.17
10.13**	Relocation Letter Agreement by and between Equinix, Inc. and Charles Meyers dated October 12, 2018.	10-K	2/22/2019	10.37
10.14**	Change in Control Severance Agreement between Equinix, Inc. and Mike Campbell dated October 3, 2019.	10-Q	9/30/2019	10.25
10.15**	Change in Control Severance Agreement between Equinix, Inc. and Brandi Galvin Morandi dated October 3, 2019.	10-Q	9/30/2019	10.26
10.16**	Change in Control Severance Agreement between Equinix, Inc. and Keith Taylor dated October 3, 2019.	10-Q	9/30/2019	10.31
10.17**	Change in Control Severance Agreement between Equinix, Inc and Jon Lin dated January 2, 2022.	10-K	12/31/2022	10.24
10.18**	Amendment to Relocation Letter Agreement by and between Equinix, Inc. and Charles Meyers dated September 21, 2022.	10-Q	9/30/2022	10.39
10.19**	Offer Letter between Equinix, Inc. and Adaire Fox-Martin, dated as of March 7, 2024.	8-K	3/7/2024	10.1
10.20**	Form of Severance Agreement between Equinix, Inc. and Adaire Fox-Martin.	8-K	3/7/2024	10.2
10.21**	Executive Chairman Agreement between Equinix, Inc. and Charles Meyers, dated as of March 7, 2024.	8-K	3/7/2024	10.3
10.22**	2024 Form of Revenue/AFFO per Share Performance Restricted Stock Unit Agreement for Executives.	10-Q	3/31/2024	10.34
10.23**	2024 Form of TSR Restricted Stock Unit Agreement for Executives.	10-Q	3/31/2024	10.35
10.24**	2024 Form of Time-Based Restricted Stock Unit Agreement for Executives.	10-Q	3/31/2024	10.36
10.25**	2024 Form of Revenue/AFFO per Share Performance Restricted Stock Unit Agreement for Charles Meyers.	10-Q	6/30/2024	10.33
10.26**	2024 Form of TSR Restricted Stock Unit Agreement for Charles Meyers.	10-Q	6/30/2024	10.34

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10.27**	2024 Form of Time-Based Restricted Stock Unit Agreement for Charles Meyers.	10-Q	6/30/2024	10.35	
10.28**	2024 Equinix, Inc. Annual Incentive Plan.	10-Q	3/31/2024	10.40	
10.29**	2024 Form of Revenue/AFFO per Share Performance Restricted Stock Unit Agreement for Merrie Williamson.	10-Q	3/31/2024	10.41	
10.30**	2024 Form of TSR Restricted Stock Unit Agreement for Merrie Williamson.	10-Q	3/31/2024	10.42	
10.31**	2024 Form of Time-Based Restricted Stock Unit Agreement for Merrie Williamson.	10-Q	3/31/2024	10.43	
10.32**	New Hire Time-Based Restricted Stock Agreement for Merrie Williamson.	10-Q	3/31/2024	10.44	
10.33**	Special Advisor to the Board Agreement between Equinix, Inc. and Peter Van Camp, dated March 7, 2024.	10-Q	3/31/2024	10.45	
10.34**	Offer Letter between Equinix, Inc. and Merrie Williamson, dated February 12, 2024.	10-Q	3/31/2024	10.46	
10.35**	Change in Control Severance Agreement between Equinix, Inc and Merrie Williamson, dated March 25, 2024.	10-Q	3/31/2024	10.47	
10.36**	Change in Control Severance Agreement between Equinix, Inc and Kurt Pletcher, dated September 27, 2022				X
10.37**	Change in Control Severance Agreement between Equinix, Inc and Raouf Abdel, dated October 3, 2019				X
10.38**	Separation Agreement and General Release of Claims between Scott Crenshaw and Equinix, Inc. dated October 2, 2024				X
21.1	Subsidiaries of Equinix, Inc.				X
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm.	10-K	12/31/2023	23.1	
31.1	Chief Executive Officer Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Chief Financial Officer Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1	Chief Executive Officer Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
32.2	Chief Financial Officer Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
97.1	Equinix, Inc. Compensation Recoupment Policy.	10-K	12/31/2023	97.1	
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				X
101.SCH	Inline XBRL Taxonomy Extension Schema Document.				X

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101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.	X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	X
104	Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	X

\*\* Management contracts or compensation plans or arrangements in which directors or executive officers are eligible to participate.



## Bond Purchase and Paying Agency Agreement

dated 2 September 2024

between

**Equinix Europe 1 Financing Corporation LLC, a Delaware limited liability company**

One Lagoon Drive  
Redwood City  
California 94065  
United States of America

(the **Issuer**)

and

**Equinix, Inc., a Delaware corporation**

One Lagoon Drive  
Redwood City  
California 94065  
United States of America

(the **Guarantor**)

and

**BNP Paribas (Suisse) SA**

2, place de Hollande  
1204 Geneva  
Switzerland

(**BNPP** or the **Swiss Paying Agent**)

and

**Deutsche Bank AG London Branch, acting through Deutsche Bank AG Zurich Branch**

Uraniastrasse 9  
8001 Zurich  
Switzerland

(**Deutsche Bank** and collectively with **BNPP**, the **Joint Lead Managers** or **Managers** and each a **Joint Lead Manager** or **Manager**, and the **Managers** collectively with the **Issuer** and the **Guarantor**, the **Parties** and each a **Party**)

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**relating to CHF 100,000,000 1.5575 per cent. Bonds of the Issuer unconditionally and irrevocably guaranteed by the Guarantor**

**(Security Number: 133585032; ISIN Code: CH1335850322)**

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## RECITALS

A) The Issuer has determined to issue and sell to the Managers CHF 100,000,000 1.5575 per cent. bonds due 4 September 2029 (the **Bonds**) which are unconditionally and irrevocably guaranteed by the Guarantor in accordance with the provisions set forth in the guarantee (the **Guarantee**) as per Annex B and condition 16 of the terms and conditions of the Bonds (the **Terms and Conditions**) set forth in Annex A.

B) The Managers are willing to subscribe to the Bonds, subject to the terms and conditions set forth in this Bond Purchase and Paying Agency Agreement (the **Agreement**).

C) BNPP is willing to act as the Swiss Paying Agent for the Bonds, subject to the terms and conditions set forth in this Agreement.

Now, therefore, the Parties agree as follows:

### 1. Issue and Purchase of the Bonds

The Issuer agrees to issue and the Managers agree to purchase from the Issuer the Bonds in the aggregate principal amount of Swiss Francs ( **CHF**) 100,000,000, bearing interest at the fixed rate of 1.5575 per cent. per annum, payable annually in arrears on 4 September of each year as from (but excluding) the Closing Date (as defined in clause 4 below), for the first time on 4 September 2025, and unconditionally and irrevocably guaranteed by the Guarantor in accordance with the Guarantee.

The Bonds are issued in the initial aggregate principal amount of CHF 100,000,000. The Bonds may be reopened as per clause 14 hereof.

### 2. Form of the Bonds

The Bonds and all rights and obligations in connection therewith are documented solely in form of a Permanent Global Certificate ( *Globalurkunde auf Dauer*) (the **Permanent Global Certificate**) in accordance with article 973b of the Swiss Code of Obligations as per Annex C hereto. Such Permanent Global Certificate shall be deposited by the Swiss Paying Agent with SIX SIS Ltd. (**SIS**) as recognized intermediary for such purposes by SIX Swiss Exchange Ltd. (**SIX**) (SIS or any Permitted Transferee that acts as a clearing system, the **Intermediary**) for the entire duration of the Bonds and until their complete redemption so as to enable the Issuer to treat the Bonds as issued in registered form for U.S. federal income tax purposes. The Issuer hereby instructs the Swiss Paying Agent, and the Swiss Paying Agent hereby undertakes, not to instruct SIS to transfer the Permanent Global Note to any person other than a **Permitted Transferee**. For these purposes, a Permitted Transferee is, if SIS is no longer able to provide its clearing system services, a successor to SIS that is also a clearing system (namely, an entity that is in the business of holding obligations for its

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members and transferring interests in the obligations between the members by crediting and debiting their participant accounts without the need of physical delivery of the obligations); provided that after the transfer, the same transfer restrictions set forth herein will apply to the transferee and therefore transfers of interests in the Permanent Global Certificate will be effected only through book entries maintained by the successor clearing system.

The records of the Intermediary will determine conclusively the number of Bonds held through each participant in the Intermediary.

The Holders of the Bonds will be the persons holding interest therein in a securities account (*Effektenkonto*) which is in their name, or in case of intermediaries (*Verwahrungsstellen*), the intermediaries (*Verwahrungsstellen*) holding the Bonds for their own account in a securities account (*Effektenkonto*) which is in their name. Although under Swiss law holders generally have a quotal co-ownership interest (*Miteigentumsanteil*) in a permanent global certificate (*Globalurkunde auf Dauer*) to the extent of their claim against an issuer, because the Permanent Global Certificate (*Globalurkunde auf Dauer*) will remain deposited with SIS (or a Permitted Transferee) for its entire term, the Holders' co-ownership interest shall be suspended such that (i) legal title to interests in the Permanent Global Certificate held by SIS participants will be evidenced, and transfers thereof may be effected, by entries on the securities accounts of the relevant SIS participants and (ii) legal title to any indirect interest in the Permanent Global Certificate not held by a SIS participant will be evidenced, and transfers thereof may be effected, by an entry with respect to the transferred interest in a securities account of the relevant transferee. For the avoidance of doubt, payments on the Bonds by the Swiss Paying Agent will be made only to SIS for purposes of facilitating payments to its participants.

None of the Issuer, the Guarantor, the Holders or any other person shall at any time have the right to effect or demand the conversion of the Permanent Global Certificate (*Globalurkunde auf Dauer*) into, or the delivery of, uncertificated securities (*Wertrechte*) or individually certificated securities (*Wertpapiere*). No individually certificated securities (*Wertpapiere*) will be printed in respect of the Bonds at any time.

All documents and publications established in connection with the issue of the Bonds (including the Preliminary Prospectus and the Prospectus (each as defined below) as well as possible additional publications) must explicitly and prominently state that the Bonds are documented by way of the Permanent Global Certificate and that Holders are not entitled to effect or demand the conversion of the Permanent Global Certificate into, or the delivery of, uncertificated securities (*Wertrechte*) or individually certificated securities (*Wertpapiere*).

### **3. Subscription of Bonds and Selling Restrictions**

The Managers shall purchase the Bonds at the price of 100 per cent. of its principal amount (the **Issue Price**) and offer them for public purchase subject to the selling restrictions

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defined in [Annex D](#). The obligations of the Managers hereunder are several and not joint and limited in respect to each Manager to such Manager's individual quota set out below. The Managers reserve the right to hold Bonds for their own account.

The quotas of the Managers are as follows:

BNPP	CHF	50,000,000
Deutsche Bank	CHF	50,000,000
Total CHF		<u>100,000,000</u>

Each Manager warrants and agrees that it and its affiliates will comply with the selling restrictions defined in Annex D.

#### 4. Arrangement for Closing

The closing date (i.e. the date after which interest will start accruing on the Bonds and when the net proceeds will become available to the Issuer) shall be 4 September 2024 (the **Closing Date**). BNPP (on behalf of the Managers) will pay the proceeds of the Managers' purchase of the Bonds after deducting the fees and expenses mentioned in clauses 5a) and b) from the Issue Price, on the Closing Date, by transfer to an account designated by or on behalf of the Issuer. For the avoidance of doubt, this paragraph does not oblige BNPP to cover any shortfall arising from the other Manager failing to pay its quota set forth in clause 3.

The net proceeds calculated in accordance with clause 5 below for the Bonds in the amount of CHF 99,500,000 (the **Net Proceeds**) will become available to the Issuer on the Closing Date according to the then prevailing regulations of the Swiss National Bank.

The payment instructions as per [Annex E](#) – signed by duly authorised person of the Issuer – shall be sent to BNPP at the latest at 09.00 a.m. (Geneva time) two Business Days prior to the Closing Date.

The Managers shall not have any responsibility for or be obliged to concern themselves with the application of the Net Proceeds of the issue of the Bonds.

#### 5. Commissions and Expenses

The Issuer undertakes to pay to BNPP the following commissions and expenses (where applicable, on behalf of the Managers):

- a) an underwriting commission and management fee amounting to 0.350 per cent. of the aggregate principal amount of the Bonds; and
-

- b) CHF 150,000 for BNPP's out-of-pocket expenses, which cover the costs and expenses in connection with the issue of the Bonds with respect to
  - a. out-of-pocket expenses (including, without limitation, travel, courier, telephone and postage expenses) incurred by BNPP,
  - b. the fees and reasonable out-of-pocket expenses (including, without limitation, travel, courier, tax, telephone and postage expenses) incurred by any external legal, tax or other advisor retained by BNPP,
  - c. the fee payable to the Review Body (as defined below) for filing, reviewing and approving the Prospectus,
  - d. expenses incurred by BNPP in connection with the admission to trading and listing of the Bonds on SIX,
  - e. the costs of all publications in connection with the issuance of the Bonds (but not including the costs of any notices as may be required by SIX during the lifetime of the Bonds),
  - f. the deposit of the Permanent Global Certificate with SIS, and
  - g. all costs and expenses incurred with SIS in connection with the clearing and settlement of the Bonds.

The commissions and expenses described under lit. a) and b) above will be deducted from the proceeds of the Bonds.

The Issuer and/or the Guarantor shall further bear, when ascertainable and due:

- (a) all costs and expenses, including legal or other fees, incurred by the Issuer and the Guarantor in connection with the preparation by them or their external legal, tax or other advisors (including auditors) of the documents required by clause 7 of this Agreement;
- (b) all present or future taxes, duties or other charges in connection with the execution and delivery of this Agreement, the Guarantee, the Permanent Global Certificate and/or the Bonds; and
- (c) the expenses incurred in connection with the publication of all notices relating to the Bonds pursuant to the Terms and Conditions (other than those relating to the listing of the Bonds).

The Issuer and/or the Guarantor will reimburse the Managers, upon presentation of due evidence, for all reasonable bank charges, legal fees and other reasonable costs and expenses incurred by the Managers in case of or in connection with the reorganisation, merger, restructuring or default, actual or threatened, of the Issuer and/or the Guarantor as

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well as in connection with the preservation and enforcement of any of the rights under the Agreement, the Guarantee, the Permanent Global Certificate or the Bonds.

## 6. Prospectus

Each of the Parties hereto acknowledges that as a condition for the Issuer and the Guarantor to rely on the exemption from the requirement to have an approved prospectus available prior to the commencement of the public offering of the Bonds in Switzerland and the application for admission to trading of the Bonds on SIX as set out in article 51(2) of the Financial Services Act of 15 June 2018 (the **FinSA**), BNPP has issued a confirmation (the **Bank Confirmation**) to the Issuer in accordance with article 51(2) of the FinSA.

The Issuer and the Guarantor confirm that (i) prior to the commencement of the public offering of the Bonds in Switzerland and in reliance on article 51(2) of the FinSA, they prepared the preliminary prospectus in relation to the Bonds (the **Preliminary Prospectus**), and (ii) at the time of the commencement of the public offering of the Bonds in Switzerland, the Preliminary Prospectus included or incorporated by reference all material information (except for the missing pricing information) relevant for an investor's investment decision with respect to the Bonds, including, among other things, the information in respect of:

- a) the Issuer and the Guarantor as required by articles 40(1)(a) and 51(2) of the FinSA;
- b) the Bonds as required by articles 40(1)(b) and 51(2) of the FinSA; and
- c) the offering and admission to trading of the Bonds as required by articles 40(1)(c) and 51(2) of the FinSA.

The Issuer and the Guarantor undertake to prepare the final prospectus in relation to the Bonds (the **Prospectus**) which satisfies the requirements of the FinSA and the Financial Services Ordinance of 6 November 2019 (the **FinSO**), subject only to the filing and approval of the Prospectus by the Review Body as set out in the paragraph below.

In accordance with article 51 of the FinSA, the Issuer and the Guarantor undertake to file, or authorise BNPP to file, the Prospectus together with the Bank Confirmation with a review body within the meaning of article 52 of the FinSA (the **Review Body**) for approval, as soon as possible, but in any event not later than the 60th day after the start of the public offering of the Bonds in Switzerland.

The Issuer and the Guarantor authorise the Managers to distribute and make available the Preliminary Prospectus and the Prospectus in accordance with the selling restrictions set out in the Preliminary Prospectus and Prospectus.

The Issuer and the Guarantor acknowledge and agree that the Managers (i) do not assume any responsibility for the Preliminary Prospectus nor the Prospectus and (ii) are entitled to

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rely entirely on the documents and information supplied to them by the Issuer and the Guarantor.

## **7. Closing Documents**

The Managers shall only be under an obligation to subscribe and pay for the Bonds if the Issuer and the Guarantor have provided BNPP (on behalf of the Managers) each of the documents by the delivery dates defined in sub-clauses 7.1 and 7.2.

Except for the Permanent Global Certificate to be received pursuant to sub-clause 7.1a) below, the receipt of PDF copies by BNPP on the relevant delivery dates is sufficient and the originals of such documents (other than the corporate documents defined in sub-clauses 7.1b) to c) and 7.2a) to d)) shall be delivered to BNPP as soon as possible thereafter.

### **7.1 Closing Documents with respect to the Issuer**

- a) no later than 2 September 2024 (the **Signing Date**), the Permanent Global Certificate dated as of the Closing Date duly and validly signed by the Issuer (in the form of Annex C);
  - b) no later than on the Signing Date, a copy of the Limited Liability Company Agreement of the Issuer dated 14 August 2024, which provides full proof of the authority of the person or persons signing this Agreement, the Permanent Global Certificate, the Prospectus and any other related documents to do so on behalf of the Issuer;
  - c) no later than on the Signing Date, one certified copy of the certificate of formation of the Issuer;
  - d) no later than on the Signing Date, the payment instructions duly signed by the Issuer (in the form of Annex E);
  - e) no later than on the Signing Date, the declaration addressed by the Issuer to SIX Exchange Regulation Ltd duly and validly signed by the Issuer (in the form of Annex F);
  - f) no later than on the Signing Date, a power of attorney for the Review Body duly and validly signed on behalf of the Issuer (in the Form of Annex J);
  - g) no later than on the Signing Date, one copy of the Prospectus duly and validly signed on behalf of the Issuer;
  - h) no later than 1 Business Day prior to the Closing Day, a certificate of no material adverse change dated as of the Closing Date and duly and validly signed by the Issuer (in the form of Annex H); and
  - i) no later than 1 Business Day prior to the Closing Day, a legal opinion, including a customary tax opinion, by Davis Polk & Wardwell LLP, US counsel to the Issuer and the Guarantor, dated the Closing Date and executed in such form and with such
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content as BNPP (on behalf of the Managers) may reasonably require in relation to the laws of the United States of America.

### **7.2 Closing Documents with respect to the Guarantor**

- a) no later than on the Signing Date, a copy of the resolutions of the finance committee of the board of directors of the Guarantor dated 12 March 2024 on the entry into the Guarantee and the related documents;
- b) no later than on the Signing Date, full proof of the authority of the person or persons signing this Agreement, the Guarantee, the Prospectus and any other related document to do so on behalf of the Guarantor, by their individual or joint signatures, as the case may be;
- c) no later than on the Signing Date, one certified copy of the amended and restated certificate of incorporation;
- d) no later than on the Signing Date, a certificate of the secretary of the Guarantor certifying, among other things, (i) a true and correct copy of the amended and restated bylaws of the Guarantor; (ii) a true and correct copy of the limited liability company agreement of the Issuer; and (iii) a true and correct copy of the resolutions of the finance committee of the board of directors of the Guarantor dated 12 March 2024 provided pursuant to 7.2a);
- e) no later than on the Signing Date, the Guarantee duly and validly signed by the Guarantor (in the form of [Annex B](#));
- f) no later than on the Signing Date, a declaration addressed by the Guarantor to SIX Exchange Regulation Ltd duly and validly signed by the Guarantor (in the form of [Annex G](#));
- g) no later than on the Signing Date, one copy of the Prospectus duly and validly signed on behalf of the Guarantor;
- h) no later than on the Signing Date, a power of attorney for the Review Body duly and validly signed on behalf of the Guarantor (in the Form of [Annex J](#)); and
- i) no later than 1 Business Day prior to the Closing Day, a certificate of no material adverse change dated as of the Closing Date duly and validly signed by the Guarantor (in the form of [Annex I](#)).

### **7.3 Documents with respect to the Swiss Paying Agent**

No later than 1 Business Day prior to the Closing Day, the Swiss Paying Agent shall provide to the Issuer:

- a) an executed IRS Form W-8IMY certifying that the Swiss Paying Agent will be a "qualified intermediary" that assumes with respect to all payments under the Bonds or
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the Guarantee (i) primary withholding responsibility for purposes of chapters 3 and 4 of the U.S. Internal Revenue Code of 1986, as amended, and (ii) primary IRS Form 1099 reporting and U.S. backup withholding responsibility; and

b) an executed form IRS W-8BEN-E relating to the Swiss Paying Agent.

The Swiss Paying Agent shall inform the Issuer if any information certified on the forms specified in this clause 7.3 becomes inaccurate. The Swiss Paying Agent shall provide to the Issuer updated IRS W-8BEN-E forms before their expiration date.

## **8. Listing and Reporting**

The Issuer has authorised BNPP to apply on its behalf for the listing of the Bonds on SIX for the entire duration of the Bonds and until their complete redemption. The Issuer has undertaken to furnish BNPP with all documents and information necessary for such listing and shall endeavour to maintain such listing for the entire duration of the Bonds and to strictly adhere to the rules and regulations of SIX.

## **9. Paying Agency, Transfer of Funds, Indemnity and Agency under the Guarantee**

### **9.1 Paying Agency**

The Issuer hereby appoints BNPP as the principal paying agent (the **Swiss Paying Agent**) for the Bonds (including Bonds arising from future Reopenings (as defined below)) and the Swiss Paying Agent, subject to the due performance by the Issuer of its obligations under sub-clause 9.2 below, agrees to pay to Holders on the Issuer's behalf all amounts to become due under the Bonds.

The Issuer undertakes, in connection with the Bonds, not to appoint any institutions other than the one referred to in the previous paragraph as paying agent, and not to pay to other institutions any commission or remuneration for the payment of interest or principal without the consent of BNPP. BNPP may, at its discretion, appoint other subpaying agents in Switzerland for the payment of interest or any additional amounts according to condition 4 of the Terms and Conditions, and principal on the Bonds. Any remuneration payable to such subpaying agents shall be paid by BNPP.

While any Bond remains outstanding, with respect to payments on the Bonds or Guarantee the Swiss Paying Agent shall act as a "qualified intermediary" for U.S. federal income tax purposes that assumes primary withholding responsibility for (i) withholding under chapters 3 and 4 of the U.S. Internal Revenue Code of 1986, as amended, (ii) U.S. backup withholding and (iii) reporting on IRS Form 1099. The Swiss Paying Agent shall not resign from its role and shall not cease to assume primary responsibility for these withholding and reporting obligations, unless and until another paying agent is appointed and agrees to

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assume these responsibilities in full, provided that the Swiss Paying Agent shall provide a notice in writing to the Issuer and the Guarantor forty-five (45) calendar days prior to its resignation.

### **9.2 Commissions and Expenses**

In connection with the paying agency services, the Issuer undertakes to pay to BNPP the following commissions and expenses:

- (a) 0.01% of the outstanding principal amount of the Bonds, payable on each Interest Payment Date (as defined in condition 2 of the Terms and Conditions);  
and
- (b) 0.01% of the redemption amount of the Bonds or amounts payable in respect thereof, if redeemed prior to the stated maturity, as the case may be, payable on the relevant date of redemption,

for the paying agency services as agreed between the Parties, including the services mentioned in condition 4 of the Terms and Conditions.

### **9.3 Transfer of Funds**

The servicing of the Bonds will be centralized with BNPP and the Issuer will effect transfer of the funds required to make any payment of principal or interest on the Bonds, including any commission, to BNPP, as the Swiss Paying Agent, by 11.00 a.m. (Geneva time), for value on the respective due date provided that, if such date does not fall on a Business Day, the Issuer shall be obliged to effect transfer of such payments for value on the Business Day immediately following such due date.

All such transfers by the Issuer will be made in accordance with condition 4 of the Terms and Conditions.

**Business Day** means a day on which commercial banks are open for domestic business and foreign exchange (including dealings in CHF) in Geneva and in New York City, USA.

BNPP is entitled to charge default interest at the higher of the interest rate for daily money in CHF or the annual interest of the Bonds in accordance with Swiss law then in force for any payment not received on the due date. The due and punctual receipt by BNPP of the payments by the Issuer for interest and principal in accordance with condition 4 of the Terms and Conditions shall release the Issuer from its obligations under the Bonds to the extent of such payments.

Not later than 10 Business Days prior to each such due date, BNPP will supply the Issuer with any necessary information, including details of the account to which the respective payment shall be made, the date and time due, amounts due, reference numbers, name of

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a contact person for the receipt of funds and any other information necessary for the due and correct transfer of the correct amounts.

BNPP undertakes that any funds received from the Issuer will be paid to SIS for the benefit of the relevant Holders for value on the relevant due date. Any funds held by BNPP which will not be used as a consequence of the application of the statute of limitations of Swiss law (as set forth in clause 9.6 below) with respect to uncollected Bonds and interest payments shall be immediately transferred in Swiss Francs to the Issuer by BNPP.

#### **9.4 Indemnity**

After having been informed accordingly by BNPP, the Issuer, failing which the Guarantor shall indemnify the Swiss Paying Agent against any reasonable and duly documented loss, liability, cost, claim, action, demand or expenses incurred or made against it, other than those based upon or arising out of the gross negligence, wilful misconduct or bad faith on the part of the Swiss Paying Agent or any of its employees or agents, in connection with its appointment or the exercise of its powers and duties as Swiss Paying Agent in relation to the Bonds, or under the terms of this Agreement.

#### **9.5 Agency under the Guarantee**

The Guarantor hereby also appoints BNPP to administer payments as specified in the terms of the Guarantee, if the Guarantee is called by BNPP on behalf of the Holders.

#### **9.6 Limitations**

Any funds held by the Swiss Paying Agent in respect of interest or redemption moneys which are barred pursuant to the statutes of limitations as set out in condition 5 of the Terms and Conditions shall be put at the Issuer's disposal by the Swiss Paying Agent. The Swiss Paying Agent shall maintain a record of such barred payments and advise the Issuer promptly of their amount and effective date.

#### **9.7 Merger or Conversion**

Any legal entity into which the Swiss Paying Agent is merged or converted or any legal entity resulting from any merger or conversion to which the Swiss Paying Agent is a party or any legal entity to which the Swiss Paying Agent sells or otherwise transfers all or substantially all of its paying agency business shall, to the extent permitted by applicable law, be the successor to the Swiss Paying Agent without any further formality, whereupon the Issuer, the Guarantor and such successor shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form mutatis mutandis of this Agreement. Notice of any such merger or conversion or transfer shall forthwith be given by such successor to the Holders. For the avoidance of doubt, such successor will promptly provide an updated IRS Form W-8BEN-E and IRS Form

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W-8IMY complying with clause 7.3 if the forms previously provided become inaccurate as a result of such merger or conversion.

#### **10. Right of Termination**

The Managers, represented by BNPP, reserve the right to withdraw from this Agreement at any time prior to the Closing Date, if:

- a) any of the representations and warranties contained in clause 12 below were untrue in any material respect at the time of making thereof or shall subsequently become untrue in any material respect; or
- b) any of the closing documents described in clause 7 above has not been duly provided; or
- c) in the commercially reasonable judgment of the Managers any of the following events have occurred:
  - a. a general moratorium on commercial banking activities in the United States of America or Switzerland is declared by the relevant authorities; or
  - b. a change or prospective change in taxation laws or practices that has or will have a material adverse effect on the Bonds or the transfer thereof; or
  - c. circumstances are such as (i) to prevent or to a material extent restrict payment for the Bonds in the manner contemplated in this Agreement, or (ii) to prevent or to a material extent restrict settlement of transactions in the Bonds in the market or otherwise; or
  - d. there shall have been (i) any change in national or international political, legal, tax or regulatory conditions, or (ii) any crisis, calamity, war or escalation of hostilities on a political or military level, or terrorist attack or other emergency that, in the case of each of subclauses (i) and (ii), makes it impracticable or inadvisable to proceed with the offering or the purchase and delivery of the Bonds as contemplated in this Agreement.

Any such decision of withdrawal by BNPP, acting on behalf of the Managers, shall be final and binding upon all Parties. In case of any such withdrawal BNPP shall immediately notify the Issuer and the Guarantor of such decision of withdrawal by email, followed by registered letter.

Upon such notice being given, the obligations of the Issuer, the Guarantor and the Managers under this Agreement shall terminate and be of no further effect. In case of withdrawal under lit. a) or b) of this clause 10, the Issuer, failing which the Guarantor, undertakes to hold the Managers indemnified against all losses, liabilities, costs, charges and expenses which it may incur as a result of such withdrawal. In case of withdrawal under

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lit. c) of this clause 10, each Party shall pay the expenses incurred by it in connection with the issuance of the Bonds.

**11. Notices**

All notices required under the Agreement and/or the Bonds (including the Permanent Global Certificate) shall be made in writing and shall be deemed to have been duly given if sent first as PDF-copy by email followed by a registered letter addressed to the following email addresses and addresses:

**If to the Issuer:**

Equinix Europe 1 Financing Corporation LLC  
One Lagoon Drive  
Redwood City  
California 94065  
United States of America

Attention: Treasurer  
Telephone: (650) 598-6000  
Telecopier: (650) 598-6900  
Email: dbuza@equinix.com  
treasurycapmarket@equinix.com  
EMETreasury@eu.equinix.com  
AMERTreasury@equinix.com  
Website Address: www.equinix.com

With a copy to:

Equinix Europe 1 Financing Corporation LLC  
One Lagoon Drive  
Redwood City  
California 94065  
United States of America

Attention: General Counsel  
Telephone: (650) 598-6000  
Facsimile: (650) 598-6900  
Email: legalnotices@equinix.com

**If to the Guarantor:**

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Equinix, Inc.  
One Lagoon Drive  
Redwood City  
California 94065  
United States of America

Attention: Treasurer  
Email: dbuza@equinix.com  
treasurycapmarket@equinix.com  
EMEATreasury@eu.equinix.com  
AMERTreasury@equinix.com

With a copy to:

Equinix, Inc.  
One Lagoon Drive  
Redwood City  
California 94065  
United States of America

Attention: General Counsel  
Telephone: (650) 598-6000  
Facsimile: (650) 598-6900  
Email: legalnotices@equinix.com

**If to the Managers or the Holders:**

BNP Paribas (Suisse) SA  
2, place de Hollande  
1204 Geneva  
Switzerland

Attention: Syndicate – Legal Documentation  
Telephone: +41 58 212 75 77  
Email: CH\_CM\_Legal@bnpparibas.com

or to such other address as the Party receiving the notice shall have previously notified the other Party in writing.

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All public communications relating to the Bonds such as the notices regarding the early redemption of the Bonds, etc. shall be validly made by BNPP (i) by means of electronic publication on the internet site of SIX ([www.six-swiss-exchange.com](http://www.six-swiss-exchange.com), where notices are currently published under the address <https://www.ser-ag.com/en/resources/notifications-market-participants/official-notices.html#/>) or (ii) otherwise in accordance with the regulations of SIX.

## **12. Representations and Warranties**

The Issuer and the Guarantor hereby jointly and severally represent and warrant to the Managers:

- a) that the Issuer is a limited liability company duly and validly organised and existing under the laws of the State of Delaware, United States of America, and the Guarantor is a corporation duly and validly organised and existing under the laws of the State of Delaware, United States of America, each with full corporate power to own its property and assets and to conduct its business as presently conducted and as described in the Preliminary Prospectus and the Prospectus, and that each of the Issuer and the Guarantor is duly authorised to exercise the rights and to assume and fulfil the obligations arising from this Agreement, the Permanent Global Certificate and the Guarantee;
  - b) that each of the Issuer and the Guarantor has received all governmental authorisations required by the laws of the United States of America on federal or state level for the execution of this Agreement and the Permanent Global Certificate and for the issue of the Bonds and entry into the Guarantee, and that each of the Issuer and the Guarantor has undertaken all actions and received all necessary approvals required to:
    - i) lawfully enable the Issuer and the Guarantor to exercise the rights and to assume and fulfil the obligations arising from the Agreement, the Terms and Conditions and the Guarantee; and
    - ii) ensure that such obligations are legally binding and enforceable obligations of the Issuer and, as relevant, the Guarantor in accordance with their terms;
  - c) that each of the Issuer and the Guarantor has duly authorised the execution of the Agreement and the Permanent Global Certificate, the issue of the Bonds, the Guarantee (in case of the Guarantor), and the performance of the obligations assumed thereunder;
  - d) that no breach of the Terms and Conditions and no event or act has occurred which, with the giving of notice or the lapse of time or both, would (if the Bonds were in issue at the date hereof) constitute a breach of the Terms and Conditions;
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- e) that this Agreement, the Terms and Conditions and the Permanent Global Certificate constitute valid and binding obligations of the Issuer, respectively, ranking at least *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, respectively, and the execution and delivery of this Agreement and the Permanent Global Certificate as well as the performance of their terms by the Issuer will not infringe and will not be contrary to any mandatory laws or regulations of any governmental or regulatory body applicable to the Issuer or the constituting documents of the Issuer;
  - f) that this Agreement and the Guarantee constitute valid and binding obligations of the Guarantor, respectively, ranking at least *pari passu* with all other unsubordinated and unsecured obligations of the Guarantor, respectively, and the execution and delivery of this Agreement and the Guarantee as well as the performance of their terms by the Guarantor will not infringe and will not be contrary to any mandatory laws or regulations of any governmental or regulatory body applicable to the Guarantor or the constituting documents of the Guarantor;
  - g) that this Agreement, the Permanent Global Certificate and/or the Guarantee, to the extent it is a party thereto, will not result in any breach of the terms of, or constitute a default under any deed, agreement, mortgage, guarantee or other instrument to which the Issuer or the Guarantor is a party or by which any of them is bound, except for any infringement, conflict, breach or default that would not have, individually or in the aggregate, a material adverse effect on the business, properties, financial condition, results of operations or prospects of the Guarantor, taken as a whole (a **Material Adverse Effect**);
  - h) that each of the Issuer and the Guarantor is not (i) in violation of its constituting documents, in default in any material respect, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject or (ii) in violation of any law, ordinance, government rule, regulation or court decree to which it or its properties or assets may be subject, except to the extent that any such default, event or violation described in the foregoing subclauses (i) and (ii) would not have a Material Adverse Effect;
  - i) immediately prior to the commencement of and at all times during the public offering of the Bonds in Switzerland, (i) the most important information about the Guarantor is publicly available, and (ii) at all times from and including the date of the Bank Confirmation to and including the Closing Date, the Guarantor is not relying on a postponement of disclosure of any potentially price sensitive facts, or other exemption
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from any requirements to disclose any potentially price sensitive facts, in accordance with the rules the New York Stock Exchange;

- j) that
    - i) the Preliminary Prospectus contained as of its date and the Prospectus contains all information which is (in the context of the issue, offering and sale of the Bonds) material; such information is true and accurate in all material respects and is not misleading in any material respect; any opinions, predictions or intentions expressed in the Preliminary Prospectus and Prospectus are honestly held or made and are not misleading in any material respect; the Preliminary Prospectus and the Prospectus do not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the issue, offering and sale of the Bonds) not misleading in any material respect; and all proper enquiries have been made to ascertain or verify the foregoing, and
    - ii) the Preliminary Prospectus contained as of its date and the Prospectus contains all such information as is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position and profits and losses of the Issuer and the Guarantor and of the rights attaching to the Bonds and the Guarantee (except for the missing pricing information in the Preliminary Prospectus);
  - k) that the Preliminary Prospectus was as at its date complete (except for the missing pricing information) and correct, and that the Prospectus is as of its date complete and correct and complies with the rules and requirements of the FinSA and FinSO;
  - l) except as would not have a Material Adverse Effect, that each of the Issuer and the Guarantor possesses all certificates, authorisations and permits issued by the competent authority necessary to conduct its business as now conducted, as described in the Preliminary Prospectus and the Prospectus;
  - m) that the audited financial statements, including the related schedules and notes, incorporated by reference or contained in the Preliminary Prospectus and the Prospectus present fairly in all material respects the consolidated financial position of the Guarantor as of and at the dates indicated and the results of their operations and cash flows for the periods specified and have been prepared in conformity with generally accepted accounting principles as applied in the United States of America; since the periods and as of the dates thereof there has been no material adverse change nor any development or event reasonably likely to have a prospective material adverse change in the business, condition (financial or other), properties or results of operations of the Issuer or the Guarantor, except as otherwise disclosed in
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the Preliminary Prospectus and the Prospectus, including documents incorporated by reference or contained in the Preliminary Prospectus and the Prospectus;

- n) save as disclosed in the Preliminary Prospectus and the Prospectus, that each of the Issuer and the Guarantor is not involved in any litigation, arbitration or administrative proceeding the result of which might reasonably be expected to be materially adverse in the context of the issue of the Bonds nor as far as they are aware, having made all necessary enquiries, is any such litigation, arbitration or administrative proceeding pending or threatened;
  - o) that each of the Issuer and the Guarantor will comply with the applicable ongoing obligations of SIX;
  - p) that the Issuer has not made and will not make any application to list the Bonds on any exchange outside of Switzerland;
  - q) that the Guarantor's auditor is subject to the oversight by the Public Company Accounting Oversight Board (PCAOB);
  - r) that neither the Issuer nor the Guarantor nor any of their respective subsidiaries, nor, to the best knowledge of the Issuer and the Guarantor, any of their directors or officer, respective affiliates, agents or employees nor any other person associated with, or acting on behalf of, the Issuer, the Guarantor or any of their respective subsidiaries has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering law, regulations or rules in any applicable jurisdiction and the Issuer and the Guarantor have instituted and maintained policies and procedures designed to prevent violation of such laws, regulations and rules;
  - s) that neither the Issuer nor the Guarantor nor any of their subsidiaries nor any of their directors or officers, nor or, to the best knowledge of the Issuer and the Guarantor, any of their respective affiliates, agents or employees nor any other person associated with, or acting on behalf of, the Issuer, the Guarantor or any of its directors is currently a person with whom dealings are restricted or prohibited by any Sanctions;
  - t) each of the Issuer and the Guarantor covenants and agrees that it will not directly or indirectly use the proceeds of the issue of the Bonds hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliates, joint venture partner or other person or entity, (i) for the purpose of financing or facilitating any activity of or transaction with any person or entity, or in any country or territory, that at the time of such funding or facilitation, is a person, entity, country, or territory with which dealings are restricted or prohibited by any Sanctions (including any person
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owned or controlled by any person subject to any Sanctions), or (ii) to fund activities or business in Russia, Belarus, and the regions of Donetsk and Luhansk;

For the purpose of the above representations:

**Sanctions** mean any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the Swiss Secretariat of Economic Affairs (SECO), the Swiss Directorate of International Law (DIL), the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, and/or the French Republic or other relevant sanctions authority.

- u) that the operations of each of the Issuer, the Guarantor and their subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements, including those of the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended.

The commitment of the Managers to subscribe or procure subscribers for the Bonds is being made on the basis of the aforesaid warranties.

The aforesaid representations and warranties, taken individually and as a whole, shall be true and correct on the Closing Date as though made on such date. The Issuer and the Guarantor shall inform BNPP on behalf of the Managers forthwith of any circumstances that render any of the above representations and warranties untrue or incorrect in any material respect as of the Closing Date.

### **13. Contractual Recognition of Bail-in**

Notwithstanding any other term of this Agreement or any other agreement, arrangement, or understanding between the Managers and the Issuer and/or the Guarantor, the Issuer and the Guarantor acknowledge, accept, and agree to be bound by:

- a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the Managers to the Issuer under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof, (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon; (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the Managers or another person (and the issue to or conferral on the Issuer of such shares, securities or obligations); (iii) the cancellation of the BRRD Liability; and (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and
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- b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

As used in this clause 13, (i) Bail-in Legislation means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time; (ii) Bail-in Powers means any Write-down and Conversion Powers as defined in relation to the relevant Bail-in Legislation; (iii) BRRD means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms; (iv) EU Bail-in Legislation Schedule means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com/>; (v) BRRD Liability has the same meaning as in such laws, regulations, rules or requirements implementing the BRRD under the applicable Bail-in Legislation; and (vi) Relevant Resolution Authority means the resolution authority with the ability to exercise any Bail-in Powers in relation to the Managers.

#### **14. Reopening**

The Issuer reserves the right to reopen (the **Reopening**) the issue of the Bonds without the consent of the Holders through the issuance of further Bonds if they are fungible with the Bonds (i.e. identical especially in respect of the Terms and Conditions, security number, final maturity and interest rate).

The Issuer agrees not to reopen the issue of the Bonds prior to the Closing Date of the Bonds, unless such Reopening prior to the Closing Date is lead managed by the Managers.

#### **15. MiFID and UK MiFIR Product Governance Rules**

##### **15.1 MiFID Product Governance Rules**

Solely for the purposes of the requirements of Article 9(8) of the MiFID Product Governance rules under EU Delegated Directive 2017/593, as amended (the **MiFID Product Governance Rules**) regarding the mutual responsibilities of manufacturers under the MiFID Product Governance Rules:

- a) Deutsche Bank (the **Manufacturer**) acknowledges that it understands the responsibilities conferred upon it under the MiFID Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Bonds and the related information set out in the Prospectus; and
- b) the Issuer, the Guarantor and BNPP note the application of the MiFID Product Governance Rules and acknowledge the target market and distribution channels
-

identified as applying to the Bonds by the Manufacturer and the related information set out in the Prospectus.

#### **15.2UK MiFIR Product Governance Rules**

Solely for the purposes of the requirements of 3.2.7R of the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) regarding the mutual responsibilities of manufacturers under the UK MiFIR Product Governance Rules:

- a) Deutsche Bank (the **UK Manufacturer**) acknowledges that it understands the responsibilities conferred upon it under the UK MiFIR Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Bonds and the related information set out in the Prospectus; and
- b) the Issuer, the Guarantor and BNPP note the application of the UK MiFIR Product Governance Rules and acknowledge the target market and distribution channels identified as applying to the Bonds by the UK Manufacturer and the related information set out in the Prospectus.

#### **16. Indemnity**

The Issuer, failing which the Guarantor, hereby undertakes with the Managers that it will, upon first demand, hold the Managers indemnified against all losses, liabilities, costs, charges and expenses (including all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing), which either of them may incur as a result of or in relation to

- a) the Preliminary Prospectus or the Prospectus or any other materials prepared or published by or on behalf of the Issuer and the Guarantor in connection with the Bonds containing, or allegedly containing, any untrue statement of a material fact or omitting, or allegedly omitting, to state any material fact necessary to make the statements therein not misleading, and/or
- b) any breach or alleged breach of any of the obligations, representations and warranties or undertakings of the Issuer and the Guarantor contained in this Agreement, and/or
- c) any failure to issue the Bonds on the Closing Date due to the Issuer's or the Guarantor's breach of its obligations under this Agreement.

The Issuer's liability shall be reduced if and to the extent that the Managers and/or its directors, officers, agents employees and representatives (including auxiliary persons) have acted with gross negligence or engaged in willful misconduct.

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## **17. Liability**

The Managers shall be protected and shall incur no liability for or in respect of any action taken by them in good faith and in accordance with this Agreement, the Terms and Conditions and/or the Guarantee, as the case may be, and in reliance on any notice, direction, certificate or other document reasonably believed by BNPP to be genuine and to have been passed or signed by the Issuer and/or the Guarantor. The Managers shall be obliged to perform only such duties as are specifically set forth herein and shall not, other than as expressly provided herein, be under any obligation to take any action hereunder which might involve them in any expense or liability, the payment of which is not duly assured to them within a reasonable time prior thereto.

All obligations of the Managers under this Agreement shall be several and not joint.

## **18. Miscellaneous Provisions**

### **18.1 Currency Indemnity**

If any payment obligation of the Issuer and/or the Guarantor in favour of the Holders, as the case may be, has to be changed from CHF into a currency other than CHF (to obtain a judgment, execution or for any other reason), the Issuer and/or the Guarantor undertake as a separate and independent obligation to indemnify the Holders for any shortfall caused by fluctuations of the exchange rates applied for such conversions.

The rates of exchange to be applied in calculating such shortfall shall be BNPP's spot rates of exchange prevailing between CHF and the currency other than CHF on the dates on which such conversions are necessary.

### **18.2 Effectiveness**

The Agreement shall become effective upon signing by all Parties to the Agreement.

### **18.3 Amendments and Waivers**

Any amendment to this Agreement (including this clause) shall not be valid unless made in writing and duly signed by all Parties (including signing by providing a scan of a handwritten signature followed by an exchange of the original signature page).

Any provision of this Agreement may only be waived by a document duly signed by the Party waiving such provision. The failure by a Party to insist on the performance of any term, on any condition or any provision of this Agreement shall not qualify as a waiver of a breach, non-performance or condition, or as acceptance of any variation.

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#### **18.4 Severability**

If at any time any one or more of the provisions hereof is or becomes unlawful, invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

#### **18.5 Descriptive Headings**

The descriptive headings in the Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

#### **18.6 Counterparts**

This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which shall together constitute one document.

### **19. Governing Law and Jurisdiction**

#### **19.1 Governing Law**

This Agreement shall be governed by and construed in accordance with substantive Swiss law.

#### **19.2 Jurisdiction**

All disputes arising out of, or in connection with this Agreement, including disputes regarding its conclusion, validity, binding effect, amendment, breach, termination or rescission, shall be subject to the exclusive jurisdiction of the ordinary courts of the Canton of Geneva, Switzerland, the place of jurisdiction being the City of Geneva.

For such purpose and for the purpose of execution in Switzerland, the Issuer and the Guarantor designate Equinix (Switzerland) GmbH as their representative for the service of judicial documents pursuant to article 140 of the Swiss Civil Procedure Code, and elect as special domicile pursuant to article 50 Swiss Federal Debt Enforcement and Bankruptcy Act (*Bundesgesetz über Schuldbetreibung und Konkurs, SchKG*) of 11 April 1889, as amended, the registered offices of Equinix (Switzerland) GmbH at Josefstrasse 225, 8005 Zurich, Switzerland.

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**Signatures on the next page**

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This Agreement is made on the date written on the cover Page.

**Equinix Europe 1 Financing Corporation LLC**

/s/ Brock Bryan \_\_\_\_\_

Name: Brock Bryan

Function: Manager

**Equinix, Inc.**

/s/Daniel Buza \_\_\_\_\_

Name: Daniel Buza

Function: Treasurer

**BNP Paribas (Suisse) SA**

/s/ Thomas G. Albert \_\_\_\_\_ /s/ Anne Serex \_\_\_\_\_

Name: Thomas G. Albert Name: Anne Serex

Function: Head Legal CIB ZH Function: Senior Officer

**Deutsche Bank AG London Branch, acting through Deutsche Bank AG Zurich Branch  
(represented by BNP Paribas (Suisse) SA by Power of Attorney)**

/s/ Thomas G. Albert \_\_\_\_\_ /s/ Anne Serex \_\_\_\_\_

Name: Thomas G. Albert Name: Anne Serex

Function: Head Legal CIB ZH Function: Senior Officer

## CHANGE IN CONTROL SEVERANCE AGREEMENT

THIS AGREEMENT is entered into as of September 27, 2022 (the "*Effective Date*") by and between Kurt Pletcher (the "*Executive*") and EQUINIX, INC., a Delaware corporation (the "*Company*").

1. **Term of Agreement.**

Except to the extent renewed as set forth in this Section 1, this Agreement shall terminate the earlier of September 27, 2025 (the "*Expiration Date*") or the date the Executive's employment with the Company terminates for a reason other than a Qualifying Termination as described in Section 4(d); however, if a definitive agreement relating to a Change in Control has been signed by the Company on or before September 27, 2025, then this Agreement shall remain in effect through the earlier of:

(a) The date the Executive's employment with the Company terminates for a reason other than a Qualifying Termination as described in Section 4(d); or

(b) The date the Company has met all of its obligations under this Agreement following a termination of the Executive's employment with the Company for a reason described in Section 4(d).

This Agreement shall renew automatically and continue in effect for three-year periods measured from the initial Expiration Date, unless the Company provides Executive notice of non-renewal at least six months prior to the date on which this Agreement would otherwise expire.

2. **Severance Payment.**

(a) **Severance Benefit.** If the Executive is subject to a Qualifying Termination, then the Company shall pay the Executive 200% of his or her annual base salary and target bonus (at the annual rate in effect immediately prior to the actions that resulted in the Qualifying Termination). The Executive will receive his or her severance payment in a cash lump-sum which will be made within ten (10) business days of the latest of the following dates:

(i) the date of Executive's Qualifying Termination;

(ii) the date of the Company's receipt of the Executive's executed General Release; and

(iii) the expiration of any rescission period applicable to the Executive's executed General Release.

(b) **Health Care Benefit.** If the Executive is subject to a Qualifying Termination, and if the Executive elects to continue his or her health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act ("*COBRA*") following the termination of his or her employment, then the Company shall pay the Executive's monthly premium under COBRA until the earliest of (i) the close of the twenty four (24)-month period following cessation of his or her employment or (ii) the expiration of the Executive's continuation coverage under COBRA.

(c) **General Release.** Any other provision of this Agreement notwithstanding, Subsections (a) and (b) above shall not apply unless the Executive (i) has executed a general release (in a form prescribed by the Company) of all known and unknown claims that he or she may then have against the Company or persons affiliated with the Company and (ii) has agreed not to prosecute any legal action or other proceeding based upon any of such claims. The release must be in the form prescribed by the Company, without alterations. The

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Company will deliver the form to the Executive within 30 days after the Executive's Separation. The Executive must execute and return the release within 21 days from receipt of the form.

(d) **Section 409A.** For purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), if the Company determines that Executive is a "specified employee" under Section 409A(a)(2)(B)(i) of the Code at the time of a Separation, then (i) the severance benefits under Section 2(a), to the extent that they are subject to Section 409A of the Code, will commence during the seventh month after the Executive's Separation and (ii) any amounts that otherwise would have been paid during the first six months after a Separation will be paid in a lump sum on the earliest practicable date permitted by Section 409A(a)(2) of the Code. If a severance payment is considered deferred compensation under Code Section 409A, then the Executive will receive his or her severance payment in a cash lump-sum which will be made on the 60<sup>th</sup> day following Executive's Termination (or, if such day is not a business day, on the first business day thereafter).

3. **Covenants.**

(a) **Non-Solicitation.** During the Executive's employment with the Company and during the twelve-month period following his or her cessation of employment, the Executive shall not directly or indirectly, personally or through others, solicit or attempt to solicit the employment of any employee or consultant of the Company or any of the Company's affiliates, whether on the Executive's own behalf or on behalf of any other person or entity. The Executive and the Company agree that this provision is reasonably enforced as to any geographic area in which the Company conducts its business.

(b) **Non-Competition.** The Executive agrees that, during his or her employment with the Company, he or she shall not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company.

(c) **Cooperation and Non-Disparagement.** The Executive agrees that, during the twelve-month period following his or her cessation of employment, he or she shall cooperate with the Company in every reasonable respect and shall use his or her best efforts to assist the Company with the transition of Executive's duties to his or her successor. The Executive further agrees that, during this twelve-month period, he or she shall not in any way or by any means disparage the Company, the members of the Company's Board of Directors or the Company's officers and employees.

4. **Definitions.**

(a) **Definition of "Cause."** For all purposes under this Agreement, "Cause" shall mean the Executive's unauthorized use or disclosure of trade secrets which causes material harm to the Company, the Executive's conviction of, or a plea of "guilty" or "no contest" to, a felony, or the Executive's gross misconduct.

(b) **Definition of "Change in Control."** For all purposes under this Agreement, "Change in Control" shall mean:

- (i) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if persons who were not stockholders of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization 50% or more of the voting power of the outstanding securities of each of (x) the continuing or surviving entity and (y) any direct or indirect parent corporation of such continuing or surviving entity;
  - (ii) The sale, transfer or other disposition of all or substantially all of the Company's assets;
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- (iii) A change in the composition of the Board, as a result of which fewer than 50% of the incumbent directors are directors who either (x) had been directors of the Company on the date 24 months prior to the date of the event that constitute a Change in Control (the “*original directors*”) or (y) were elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the aggregate of the original directors who were still in office at the time of the election or nomination and the directors whose election or nomination was previously so approved; or
- (iv) Any transaction as a result of which any person is the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), director or indirectly, of securities of the Company representing at least 50% of the total voting power represented by the Company’s then outstanding voting securities. For purposes of this paragraph (iv), the term “person” shall have the same meaning as when used in sections 13(d) and 14(d) of the Exchange Act but shall exclude (x) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or of a Parent or Subsidiary and (y) a corporation owned directly or indirectly by the stockholder of the Company in substantially the same proportions as their ownership of the common stock of the Company.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction.

(c) **Definition of “Good Reason.”** For all purposes under this Agreement, “Good Reason” shall mean (i) a material diminution in the Executive’s authority, duties or responsibilities, provided, however, if by virtue of the Company being acquired and made a division or business unit of a larger entity following a Change in Control, Executive retains substantially similar authority, duties or responsibilities for such division or business unit of the acquiring corporation but not for the entire acquiring corporation, such reduction in authority, duties or responsibilities shall not constitute Good Reason for purposes of this sub clause (c)(i); (ii) a 10% or greater reduction in his or her level of compensation, which will be determined based on an average of the Executive’s annual Total Direct Compensation for the prior three calendar years or, if employed for fewer than three calendar years, for the number of years the Executive has been employed by the Company (referred to below as the “*look-back years*”); or (iii) a relocation of Executive’s place of employment by more than 30 miles, provided and only if such change, reduction or relocation is effected by the Company without Executive’s consent. For purposes of the foregoing, Total Direct Compensation means total target cash compensation (annual base salary plus target annual cash incentives). For the Executive to receive the benefits under this Agreement as a result of a voluntary resignation under this subsection (c), all of the following requirements must be satisfied: (1) the Executive must provide notice to the Company of his or her intent to assert Good Reason within 120 days of the initial existence of one or more of the conditions set forth in subclauses (i) through (iii); (2) the Company will have 30 days from the date of such notice to remedy the condition and, if it does so, the Executive may withdraw his or her resignation or may resign with no benefits; and (3) any termination of employment under this provision must occur within eighteen (18) months of the initial existence of one or more of the conditions set forth in subclauses (i) through (iii). Should the Company remedy the condition as set forth above and then one or more of the conditions arises again within twelve (12) months following the occurrence of a Change in Control, the Executive may assert Good Reason again subject to all of the conditions set forth herein.

(d) **Definition of “Qualifying Termination.”** For all purposes under this Agreement, “Qualifying Termination” shall mean a Separation resulting from (i) the Company’s termination of the Executive’s employment for any reason other than Cause within twelve (12) months after a Change in Control or (ii) the Executive’s voluntary resignation of his or her employment for Good Reason between the date that is four (4) months following a Change in Control and the date that is twelve (12) months following a Change in Control, provided however, that the grounds for Good Reason may arise at any time within the twelve (12) months following the Change in Control.

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(e) **Definition of Separation.** For all purposes under this Agreement, "Separation" shall mean a "separation from service," as defined in the regulations under Section 409A of the Code.

5. **Successors.**

(a) **Company's Successors.** The Company shall require any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets, by an agreement in substance and form satisfactory to the Executive, to assume this Agreement and to agree expressly to perform this Agreement in the same manner and to the same extent as the Company would be required to perform it in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets or which becomes bound by this Agreement by operation of law.

(b) **Executive's Successors.** This Agreement and all rights of the Executive hereunder shall inure to the benefit of, and be enforceable by, the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

6. **Golden Parachute Taxes**

(a) **Best After-Tax Result.** In the event that any payment or benefit received or to be received by Executive pursuant to this Agreement or otherwise ("**Payments**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this subsection (a), be subject to the excise tax imposed by Section 4999 of the Code, any successor provisions, or any comparable federal, state, local or foreign excise tax ("**Excise Tax**"), then, subject to the provisions of Section 6(b) hereof, such Payments shall be either (A) provided in full pursuant to the terms of this Agreement or any other applicable agreement, or (B) provided as to such lesser extent which would result in no portion of such Payments being subject to the Excise Tax ("**Reduced Amount**"), whichever of the foregoing amounts, taking into account the applicable federal, state, local and foreign income, employment and other taxes and the Excise Tax (including, without limitation, any interest or penalties on such taxes), results in the receipt by Executive, on an after-tax basis, of the greatest amount of payments and benefits provided for hereunder or otherwise, notwithstanding that all or some portion of such Payments may be subject to the Excise Tax. Unless the Company and Executive otherwise agree in writing, any determination required under this Section shall be made by independent tax counsel designated by the Company and reasonably acceptable to Executive ("**Independent Tax Counsel**"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required under this Section, Independent Tax Counsel may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code; provided that Independent Tax Counsel shall assume that Executive pays all taxes at the highest marginal rate. The Company and Executive shall furnish to Independent Tax Counsel such information and documents as Independent Tax Counsel may reasonably request in order to make a determination under this Section. The Company shall bear all costs that Independent Tax Counsel may reasonably incur in connection with any calculations contemplated by this Section. In the event that Section 6(a)(ii)(B) above applies, then based on the information provided to the Company by Independent Tax Counsel, the Company shall reduce or eliminate the Payments in the following order, until the amounts payable or distributable to Executive equals the Reduced Amount: (i) reduction of cash payments; (ii) cancellation of accelerated vesting of equity awards other than stock options; (iii) cancellation of accelerated vesting of stock options; and (iv) reduction of other benefits paid to the Executive. In the event that acceleration of vesting is reduced, such acceleration of vesting shall be cancelled in the reverse order of date of grant of the Executive's equity awards. In the event that cash payments or other benefits are reduced, such reduction shall occur in reverse order beginning with payments or benefits which are to be paid the farthest in time from the date of Independent Tax Counsel's determination under this Section. If the Internal Revenue Service (the "**IRS**") determines that any Payment is subject to the Excise Tax, then Section 6(b) hereof shall apply, and the enforcement of Section 6(b) shall be the exclusive remedy to the Company.

(b) **Adjustments.** If, notwithstanding any reduction described in Section 6(a) hereof (or in the absence of any such reduction), the IRS determines that Executive is liable for the Excise Tax as a result of the

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receipt of one or more Payments, then Executive shall be obligated to surrender or pay back to the Company, within 120 days after a final IRS determination, an amount of such payments or benefits equal to the "Repayment Amount." The Repayment Amount with respect to such Payments shall be the smallest such amount, if any, as shall be required to be surrendered or paid to the Company so that Executive's net proceeds with respect to such Payments (after taking into account the payment of the Excise Tax imposed on such Payments) shall be maximized. Notwithstanding the foregoing, the Repayment Amount with respect to such Payments shall be zero if a Repayment Amount of more than zero would not eliminate the Excise Tax imposed on such Payments or if a Repayment Amount of more than zero would not maximize the net amount received by Executive from the Payments. If the Excise Tax is not eliminated pursuant to this Section 6(b), Executive shall pay the Excise Tax.

7. **Miscellaneous Provisions.**

(a) **Other Severance Arrangements.** This Agreement supersedes any and all cash severance arrangements on change in control under any prior separation, severance and salary continuation arrangements, programs and plans which were previously offered by the Company to the Executive, including change in control severance arrangements pursuant to an employment agreement or offer letter. In no event shall any individual receive cash severance benefits under both this Agreement and any other severance pay or salary continuation program, plan or other arrangement with the Company.

(b) **Notice.** Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid or deposited with Federal Express Corporation, with shipping charges prepaid. In the case of the Executive, mailed notices shall be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.

(c) **Waiver.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Executive and by an authorized officer of the Company (other than the Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(d) **Withholding Taxes.** All payments made under this Agreement shall be subject to reduction to reflect taxes or other charges required to be withheld by law.

(e) **Severability.** The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) **No Retention Rights.** Nothing in this Agreement shall confer upon the Executive any right to continue in service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company or any subsidiary of the Company or of the Executive, which rights are hereby expressly reserved by each, to terminate his or her service at any time and for any reason, with or without Cause.

(g) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California (other than their choice-of-law provisions).

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IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

/s/ Kurt Pletcher  
Kurt Pletcher

EQUINIX, INC.

/s/ Charles J. Meyers  
By: Charles Meyers  
Title: President & CEO

## CHANGE IN CONTROL SEVERANCE AGREEMENT

THIS AGREEMENT is entered into as of October 3, 2019 (the "*Effective Date*") by and between **Raouf Abdel** (the "*Executive*") and **EQUINIX, INC.**, a Delaware corporation (the "*Company*").

1. **Term of Agreement.**

Except to the extent renewed as set forth in this Section 1, this Agreement shall terminate the earlier of October 3, 2022 (the "*Expiration Date*") or the date the Executive's employment with the Company terminates for a reason other than a Qualifying Termination as described in Section 4(d); however, if a definitive agreement relating to a Change in Control has been signed by the Company on or before October 3, 2022, then this Agreement shall remain in effect through the earlier of:

(a) The date the Executive's employment with the Company terminates for a reason other than a Qualifying Termination as described in Section 4(d); or

(b) The date the Company has met all of its obligations under this Agreement following a termination of the Executive's employment with the Company for a reason described in Section 4(d).

This Agreement shall renew automatically and continue in effect for three-year periods measured from the initial Expiration Date, unless the Company provides Executive notice of non-renewal at least six months prior to the date on which this Agreement would otherwise expire.

2. **Severance Payment.**

(a) **Severance Benefit.** If the Executive is subject to a Qualifying Termination, then the Company shall pay the Executive 200% of his or her annual base salary and target bonus (at the annual rate in effect immediately prior to the actions that resulted in the Qualifying Termination). The Executive will receive his or her severance payment in a cash lump-sum which will be made within ten (10) business days of the latest of the following dates:

(i) the date of Executive's Qualifying Termination;

(ii) the date of the Company's receipt of the Executive's executed General Release; and

(iii) the expiration of any rescission period applicable to the Executive's executed General Release.

(b) **Health Care Benefit.** If the Executive is subject to a Qualifying Termination, and if the Executive elects to continue his or her health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act ("*COBRA*") following the termination of his or her employment, then the Company shall pay the Executive's monthly premium under COBRA until the earliest of (i) the close of the twenty four (24)-month period following cessation of his or her employment or (ii) the expiration of the Executive's continuation coverage under COBRA.

(c) **General Release.** Any other provision of this Agreement notwithstanding, Subsections (a) and (b) above shall not apply unless the Executive (i) has executed a general release (in a form prescribed by the Company) of all known and unknown claims that he or she may then have against the Company or persons affiliated with the Company and (ii) has agreed not to prosecute any legal action or other proceeding based upon any of such claims. The release must be in the form prescribed by the Company, without alterations. The

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Company will deliver the form to the Executive within 30 days after the Executive's Separation. The Executive must execute and return the release within 21 days from receipt of the form.

(d) **Section 409A.** For purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "*Code*"), if the Company determines that Executive is a "specified employee" under Section 409A(a)(2)(B)(i) of the Code at the time of a Separation, then (i) the severance benefits under Section 2(a), to the extent that they are subject to Section 409A of the Code, will commence during the seventh month after the Executive's Separation and (ii) any amounts that otherwise would have been paid during the first six months after a Separation will be paid in a lump sum on the earliest practicable date permitted by Section 409A(a)(2) of the Code. If a severance payment is considered deferred compensation under Code Section 409A, then the Executive will receive his or her severance payment in a cash lump-sum which will be made on the 60<sup>th</sup> day following Executive's Termination (or, if such day is not a business day, on the first business day thereafter).

3. **Covenants.**

(a) **Non-Solicitation.** During the Executive's employment with the Company and during the twelve-month period following his or her cessation of employment, the Executive shall not directly or indirectly, personally or through others, solicit or attempt to solicit the employment of any employee or consultant of the Company or any of the Company's affiliates, whether on the Executive's own behalf or on behalf of any other person or entity. The Executive and the Company agree that this provision is reasonably enforced as to any geographic area in which the Company conducts its business.

(b) **Non-Competition.** The Executive agrees that, during his or her employment with the Company, he or she shall not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company.

(c) **Cooperation and Non-Disparagement.** The Executive agrees that, during the twelve-month period following his or her cessation of employment, he or she shall cooperate with the Company in every reasonable respect and shall use his or her best efforts to assist the Company with the transition of Executive's duties to his or her successor. The Executive further agrees that, during this twelve-month period, he or she shall not in any way or by any means disparage the Company, the members of the Company's Board of Directors or the Company's officers and employees.

4. **Definitions.**

(a) **Definition of "Cause."** For all purposes under this Agreement, "Cause" shall mean the Executive's unauthorized use or disclosure of trade secrets which causes material harm to the Company, the Executive's conviction of, or a plea of "guilty" or "no contest" to, a felony, or the Executive's gross misconduct.

(b) **Definition of "Change in Control."** For all purposes under this Agreement, "Change in Control" shall mean:

- (i) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if persons who were not stockholders of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization 50% or more of the voting power of the outstanding securities of each of (x) the continuing or surviving entity and (y) any direct or indirect parent corporation of such continuing or surviving entity;
  - (ii) The sale, transfer or other disposition of all or substantially all of the Company's assets;
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- (iii) A change in the composition of the Board, as a result of which fewer than 50% of the incumbent directors are directors who either (x) had been directors of the Company on the date 24 months prior to the date of the event that constitute a Change in Control (the “*original directors*”) or (y) were elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the aggregate of the original directors who were still in office at the time of the election or nomination and the directors whose election or nomination was previously so approved; or
- (iv) Any transaction as a result of which any person is the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), director or indirectly, of securities of the Company representing at least 50% of the total voting power represented by the Company’s then outstanding voting securities. For purposes of this paragraph (iv), the term “person” shall have the same meaning as when used in sections 13(d) and 14(d) of the Exchange Act but shall exclude (x) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or of a Parent or Subsidiary and (y) a corporation owned directly or indirectly by the stockholder of the Company in substantially the same proportions as their ownership of the common stock of the Company.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction.

(c) **Definition of “Good Reason.”** For all purposes under this Agreement, “Good Reason” shall mean (i) a material diminution in the Executive’s authority, duties or responsibilities, provided, however, if by virtue of the Company being acquired and made a division or business unit of a larger entity following a Change in Control, Executive retains substantially similar authority, duties or responsibilities for such division or business unit of the acquiring corporation but not for the entire acquiring corporation, such reduction in authority, duties or responsibilities shall not constitute Good Reason for purposes of this sub clause (c)(i); (ii) a 10% or greater reduction in his or her level of compensation, which will be determined based on an average of the Executive’s annual Total Direct Compensation for the prior three calendar years or, if employed for fewer than three calendar years, for the number of years the Executive has been employed by the Company (referred to below as the “*look-back years*”); or (iii) a relocation of Executive’s place of employment by more than 30 miles, provided and only if such change, reduction or relocation is effected by the Company without Executive’s consent. For purposes of the foregoing, Total Direct Compensation means total target cash compensation (annual base salary plus target annual cash incentives). For the Executive to receive the benefits under this Agreement as a result of a voluntary resignation under this subsection (c), all of the following requirements must be satisfied: (1) the Executive must provide notice to the Company of his or her intent to assert Good Reason within 120 days of the initial existence of one or more of the conditions set forth in subclauses (i) through (iii); (2) the Company will have 30 days from the date of such notice to remedy the condition and, if it does so, the Executive may withdraw his or her resignation or may resign with no benefits; and (3) any termination of employment under this provision must occur within eighteen (18) months of the initial existence of one or more of the conditions set forth in subclauses (i) through (iii). Should the Company remedy the condition as set forth above and then one or more of the conditions arises again within twelve (12) months following the occurrence of a Change in Control, the Executive may assert Good Reason again subject to all of the conditions set forth herein.

(d) **Definition of “Qualifying Termination.”** For all purposes under this Agreement, “Qualifying Termination” shall mean a Separation resulting from (i) the Company’s termination of the Executive’s employment for any reason other than Cause within twelve (12) months after a Change in Control or (ii) the Executive’s voluntary resignation of his or her employment for Good Reason between the date that is four (4) months following a Change in Control and the date that is twelve (12) months following a Change in Control, provided however, that the grounds for Good Reason may arise at any time within the twelve (12) months following the Change in Control.

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(e) **Definition of Separation.** For all purposes under this Agreement, "Separation" shall mean a "separation from service," as defined in the regulations under Section 409A of the Code.

5. **Successors.**

(a) **Company's Successors.** The Company shall require any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets, by an agreement in substance and form satisfactory to the Executive, to assume this Agreement and to agree expressly to perform this Agreement in the same manner and to the same extent as the Company would be required to perform it in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets or which becomes bound by this Agreement by operation of law.

(b) **Executive's Successors.** This Agreement and all rights of the Executive hereunder shall inure to the benefit of, and be enforceable by, the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

6. **Golden Parachute Taxes**

(a) **Best After-Tax Result.** In the event that any payment or benefit received or to be received by Executive pursuant to this Agreement or otherwise ("Payments") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this subsection (a), be subject to the excise tax imposed by Section 4999 of the Code, any successor provisions, or any comparable federal, state, local or foreign excise tax ("**Excise Tax**"), then, subject to the provisions of Section 6(b) hereof, such Payments shall be either (A) provided in full pursuant to the terms of this Agreement or any other applicable agreement, or (B) provided as to such lesser extent which would result in no portion of such Payments being subject to the Excise Tax ("**Reduced Amount**"), whichever of the foregoing amounts, taking into account the applicable federal, state, local and foreign income, employment and other taxes and the Excise Tax (including, without limitation, any interest or penalties on such taxes), results in the receipt by Executive, on an after-tax basis, of the greatest amount of payments and benefits provided for hereunder or otherwise, notwithstanding that all or some portion of such Payments may be subject to the Excise Tax. Unless the Company and Executive otherwise agree in writing, any determination required under this Section shall be made by independent tax counsel designated by the Company and reasonably acceptable to Executive ("**Independent Tax Counsel**"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required under this Section, Independent Tax Counsel may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code; provided that Independent Tax Counsel shall assume that Executive pays all taxes at the highest marginal rate. The Company and Executive shall furnish to Independent Tax Counsel such information and documents as Independent Tax Counsel may reasonably request in order to make a determination under this Section. The Company shall bear all costs that Independent Tax Counsel may reasonably incur in connection with any calculations contemplated by this Section. In the event that Section 6(a)(ii)(B) above applies, then based on the information provided to the Company by Independent Tax Counsel, the Company shall reduce or eliminate the Payments in the following order, until the amounts payable or distributable to Executive equals the Reduced Amount: (i) reduction of cash payments; (ii) cancellation of accelerated vesting of equity awards other than stock options; (iii) cancellation of accelerated vesting of stock options; and (iv) reduction of other benefits paid to the Executive. In the event that acceleration of vesting is reduced, such acceleration of vesting shall be cancelled in the reverse order of date of grant of the Executive's equity awards. In the event that cash payments or other benefits are reduced, such reduction shall occur in reverse order beginning with payments or benefits which are to be paid the farthest in time from the date of Independent Tax Counsel's determination under this Section. If the Internal Revenue Service (the "**IRS**") determines that any Payment is subject to the Excise Tax, then Section 6(b) hereof shall apply, and the enforcement of Section 6(b) shall be the exclusive remedy to the Company.

(b) **Adjustments.** If, notwithstanding any reduction described in Section 6(a) hereof (or in the absence of any such reduction), the IRS determines that Executive is liable for the Excise Tax as a result of the

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receipt of one or more Payments, then Executive shall be obligated to surrender or pay back to the Company, within 120 days after a final IRS determination, an amount of such payments or benefits equal to the "Repayment Amount." The Repayment Amount with respect to such Payments shall be the smallest such amount, if any, as shall be required to be surrendered or paid to the Company so that Executive's net proceeds with respect to such Payments (after taking into account the payment of the Excise Tax imposed on such Payments) shall be maximized. Notwithstanding the foregoing, the Repayment Amount with respect to such Payments shall be zero if a Repayment Amount of more than zero would not eliminate the Excise Tax imposed on such Payments or if a Repayment Amount of more than zero would not maximize the net amount received by Executive from the Payments. If the Excise Tax is not eliminated pursuant to this Section 6(b), Executive shall pay the Excise Tax.

7. **Miscellaneous Provisions.**

(a) **Other Severance Arrangements.** This Agreement supersedes any and all cash severance arrangements on change in control under any prior separation, severance and salary continuation arrangements, programs and plans which were previously offered by the Company to the Executive, including change in control severance arrangements pursuant to an employment agreement or offer letter. In no event shall any individual receive cash severance benefits under both this Agreement and any other severance pay or salary continuation program, plan or other arrangement with the Company.

(b) **Notice.** Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid or deposited with Federal Express Corporation, with shipping charges prepaid. In the case of the Executive, mailed notices shall be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.

(c) **Waiver.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Executive and by an authorized officer of the Company (other than the Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(d) **Withholding Taxes.** All payments made under this Agreement shall be subject to reduction to reflect taxes or other charges required to be withheld by law.

(e) **Severability.** The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) **No Retention Rights.** Nothing in this Agreement shall confer upon the Executive any right to continue in service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company or any subsidiary of the Company or of the Executive, which rights are hereby expressly reserved by each, to terminate his or her service at any time and for any reason, with or without Cause.

(g) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California (other than their choice-of-law provisions).

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IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

/s/ Raouf Abdel  
Raouf Abdel

EQUINIX, INC.

/s/ Charles Meyers  
By: Charles Meyers  
Title: President & CEO

## SEPARATION AGREEMENT AND GENERAL RELEASE OF CLAIMS

Equinix, Inc. ("Company") and Scott Crenshaw ("Employee") enter into this Separation Agreement and General Release of Claims (this "Agreement") to settle all known and unknown claims Employee might have against Company and all Released Parties (as defined below). Except to the extent governed by federal law, this Agreement shall be governed by the statutes and common law of the State of Texas, excluding any that mandate the use of another jurisdiction's laws.

The Company and Employee agree as follows:

**Section 1 -- Benefits**

(a) **In General:** The Company promises that Employee will receive the benefits set forth in this section that are conditioned on Employee's entering into this Agreement and not revoking it. Employee understands and agrees that Employee is not otherwise entitled to receive the benefits provided to Employee under Section 1(c) of this Agreement. Employee understands that this Agreement may be revoked within 7 days after Employee signs it, in which case Employee will not receive any amounts or benefits under this Agreement.

(b) **Termination Date:** Employee's employment with the Company will terminate on September 26, 2024 (the "Termination Date"). On the Termination Date, Employee will receive a final paycheck, which will include payment for all salary earned through and including the Termination Date (including, but not limited to, any overtime, or other wages) and accrued but unused PTO, less standard withholding and authorized deductions. Any other Accrued Benefits (defined below) will be paid on the schedule as provided under their terms. As of the Termination Date, Employee will resign from all officer and director positions that Employee holds with the Company and its affiliates.

(c) **Severance Payments and Benefits:** In exchange for entering into and not revoking this Agreement, Employee will receive the following payments and benefits:

- i. an amount equal to \$530,000, representing Employee's current annual base salary, which amount shall be paid in a lump sum through the Company's payroll on the Company's first payroll date following January 1, 2025 (provided that this Agreement becomes irrevocable prior to such date);
  - ii. an amount equal to \$477,000, representing Employee's target bonus, which amount shall be paid in a lump sum through the Company's payroll on the Company's first payroll date following January 1, 2025 (provided that this Agreement becomes irrevocable prior to such date); and
  - iii. pro-rata vesting of Employee's outstanding equity awards listed on Exhibit A to this Agreement, based upon the portion of the Company's 2024 fiscal year through September 20, 2024, which number of Shares shall (except as indicated in Exhibit A) be settled as soon as practicable following the date that this Agreement becomes irrevocable during a period in which Company officers are not restricted from trading the Company's Shares (and in any case, no later than March 15, 2025); and
  - iv. subject to Employee making a timely and valid election under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), reimbursement of the portion of the premiums for continued coverage under the Company's group health plans for Employee and Employee's eligible dependents that exceeds the employee portion of such premiums that applied while Employee was an active employee for 12 complete months following the Termination Date (starting with the first complete month that follows the Termination Date); and
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- v. reimbursement for Employee's reasonable and documented attorneys' fees incurred by Employee in connection with the negotiation of this Agreement in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

## **Section 2 -- No Other Compensation or Benefits**

Except as otherwise specifically provided herein, as it relates to any vested equity award (including any equity award that vests pursuant to this Agreement), or as required by COBRA or other applicable law, Employee will not be entitled to any compensation or benefits following, and will cease active participation in all of the employee benefit programs and arrangements of the Company and its affiliates as of, the Termination Date other than (i) the base salary that has accrued and to which Employee is entitled as of the Termination Date, to be paid in accordance with the Company's established payroll procedure and applicable law but no later than the next regularly scheduled pay period, (ii) unreimbursed business expenses for which Employee has timely submitted appropriate documentation in accordance with applicable Company policy, and (iii) any amounts or benefits to which Employee is then entitled under the terms of the benefit plans then-sponsored by the Company in accordance with their terms (collectively, the "Accrued Benefits"). For the avoidance of doubt, all of Employee's equity awards that are unvested as of the Termination Date (and do not vest pursuant to this Agreement) shall be forfeited and cancelled for no consideration.

## **Section 3 -- Complete Release**

(a) **General Release of Claims by Employee:** Except for the claims identified in Section 3(c) and except in the exercise of the Protected Rights (as defined below), Employee irrevocably and unconditionally releases (gives up) all known and unknown claims, promises, causes of action, or similar rights of any type that Employee presently may have ("Claims") related to Employee's employment and/or termination of employment with the Company with respect to any Released Party listed in Section 3(e). Employee understands that Employee is not releasing claims with respect to events or circumstances that occur after the date that Employee signs this Agreement. Employee understands that the Claims Employee is releasing might arise under many different foreign, domestic, national, state, or local laws (including statutes, regulations, other administrative guidance, and common law doctrines), such as the following:

Anti-Discrimination Statutes, such as Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, and Executive Order 11246, the Civil Rights Act of 1991, the California Fair Employment Housing Act, which prohibit discrimination based on race, color, national origin, religion, or sex; the Age Discrimination in Employment Act ("ADEA") and Executive Order 11141, which prohibit age discrimination in employment; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans With Disabilities Act ("ADA") and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; the Genetic Information and Non-Disclosure Act, which prohibits discrimination based on genetic testing; and any other federal, state, or local laws prohibiting discrimination in employment based on actual or perceived race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, pregnancy, age, sexual orientation, gender identity, or other protected characteristics, or association with a person who has, or is perceived to have, any of those or other protected characteristics.

Federal and State Employment Statutes, such as the Family Medical Leave Act, the California Family Rights Act; the California Pregnancy Disability Leave Law; Fair Labor Standards Act; Worker Adjustment and Retraining Notification Act ("WARN Act"); the Employee Retirement Income Security Act of 1974 ("ERISA"); the Uniformed Services Employment and Reinstatement Rights Act; the Occupational Safety and Health Act; the Sarbanes-Oxley Act; the False Claims Act; the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"); the Fair Credit Reporting Act; or any state law counterparts; or any claim for severance pay,

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pension or other retirement benefits, sick leave, holiday pay, life insurance, health or medical insurance or any other fringe benefit or disability benefits.

Other Laws and Claims, such as any federal, state, or local laws mandating leaves of absence, restricting an employer's right to terminate employees, or otherwise regulating employment; any federal, state, or local law enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith; any other federal, state, or local laws providing recourse for alleged wrongful discharge, retaliatory discharge, tort, physical or personal injury, intentional or negligent infliction of emotional distress, fraud, negligent misrepresentation, defamation, and similar or related claims, negligent hiring, retention, or supervision claims; any claims for violation of any public policy or statute including any local or municipal laws, regulations or ordinances; any law relating to salary, commission, compensation, benefits; any claims for any payments to which Employee claims he/she may be entitled; any state statute or regulation relating to meal and rest breaks or wage statements; invasion of privacy claims, intentional interference with contract claims negligence claims; detrimental reliance claims; loss of consortium claims; promissory estoppel claims; personal injury claims; common law claims; claims for compensatory or punitive damages; claims for back pay; or any other claims, however styled, relating to or arising out of Employee's relationship with the Company prior to the execution date of this Agreement.

Examples of released Claims include, but are not limited to the following (except to the extent explicitly preserved by Section 3(c) of this Agreement): (i) Claims that in any way relate to or arose during Employee's employment with the Company, or the termination of that employment, such as Claims for compensation, bonuses, commissions, lost wages, or unused accrued vacation, PTO or sick pay, (ii) Claims that in any way relate to the design or administration of any employee benefit program, (iii) Claims that Employee has irrevocable or vested rights to severance or similar benefits or to post-employment health or group insurance benefits, (iv) any Claims to attorneys' fees or other indemnities (such as under the Civil Rights Attorneys' Fees Act or awards under any applicable private attorneys' general act), with respect to Claims Employee is releasing, or (v) any claims under the California Fair Employment and Housing Act, California Labor Code sections 200 *et seq.* (including, without limitation, any bona fide dispute(s) regarding wages owed), California Business & Professions Code sections 17200 *et seq.*, or any other state statute or regulation relating to unfair competition; California Private Attorney Generals Act, California Labor Code section 2699, or any other state statute or regulations relating to private enforcement of state labor codes, and any applicable California Industrial Welfare Commission order.

(b) **No Pursuit of Released Claims:** If, despite this Agreement, Employee brings a lawsuit asserting any Claim that Employee has released, Employee will be liable to the Released Parties (as defined below) for their attorneys' fees, other defense costs, and any other damages that Employee's suit causes, except those attributable to challenges to this Agreement under the ADEA or Older Workers Benefit Protection Act ("OWBPA"). Other than as specifically provided below and except in respect of the Protected Rights, Employee promises not to accept any relief or remedies not set forth in this Agreement as to any Claim Employee has released by signing it.

Subject to the Protected Rights, if Employee files or is included in any administrative charge or investigation or becomes a member of a class after the effective date of this Agreement, Employee agrees to waive any and all right to monetary recovery should any administrative or governmental agency (such as the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), or any state or local agencies) or any other person or entity pursue any claims on Employee's behalf against any Released Party.

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**Nothing in this Agreement is intended to limit in any way Employee's future right or ability to file any charge or claim of discrimination with or cooperate in an investigation conducted by the NLRB, the EEOC, or any comparable state or local agency, or any other governmental agency charged with enforcing employment laws.**

**Nor does anything in this Agreement waive Employee's right to testify in an administrative, legislative or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Company, its agents or employees, where Employee has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.**

( c ) **Claims Not Affected by Release:** This Agreement does not affect (i) any claims Employee may have against any of the Released Parties for reimbursement of business expenses pursuant to California Labor Code Section 2802, provided, however, that Employee represents and warrants to the Released Parties and agrees that, to the extent any such claims may otherwise exist, any and all expenditures or losses covered by that statute have been fully reimbursed by the payments made pursuant to this Agreement, (ii) Employee's right to apply for unemployment or disability compensation to which Employee may be entitled under law or Employee's right to purchase continuation coverage under the Company's group health plan which will be offered in accordance with the provisions of COBRA, (iii) claims for any Accrued Benefits and the severance payments and benefits provided under Section 1(c) of this Agreement, (iv) Employee's right to indemnification under the Company's directors and officers indemnification policies or any indemnification agreement between the Company and Employee, or any claim relating to directors' and officers' liability insurance coverage under the Company's policies, (v) any claim for workers' compensation benefits (but it does apply to, waive and affect claims of discrimination and/or retaliation on the basis of having made a workers' compensation claim), and (vi) Employee's rights as an equity or security holder in the Company. In addition, this Agreement does not affect any claims that may arise with respect to events or circumstances that occur after the date that Employee signs this Agreement, or which cannot be released by private agreement.

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Nothing in this Agreement prevents Employee from filing a charge or complaint, from participating or cooperating in an investigation, from testifying in any action or proceeding, or from providing relevant and truthful information to any court, governmental agency or legislative body, including but not limited to the EEOC or a comparable state or local agency or the NLRB, although by signing this release Employee expressly agrees to waive his or her right to individual relief based on claims asserted in any such charge or complaint.

Other than as it relates to the Protected Rights, Employee promises never to seek or accept any damages, remedies or other relief for himself or herself personally (any right to which Employee hereby waives and promises never to accept), with respect to any claim included in this Agreement, in any proceeding, including but not limited to, any NLRB or EEOC proceeding.

Notwithstanding anything in this Agreement or otherwise,

- (i) nothing in this Agreement or otherwise prohibits or limits Employee from filing a charge or complaint with, reporting violations of law to, or otherwise communicating with or participating in any investigation or proceeding conducted by, any federal, state or local government agency or commission ("Government Agencies"), including disclosing documents or other information pertaining to the Company or any of its affiliates without giving notice to, or receiving further authorization from, the Company or an affiliate,
- (ii) the Company and its affiliates may not retaliate against Employee for any of these activities, and
- (iii) nothing in this Agreement or otherwise would require Employee to waive any monetary award or other payment that Employee might become entitled to from the Government Agency (the rights and activities described in clauses (i) through (iii), the "Protected Rights").

(d) **Company Representation:** The Company acknowledges and agrees that as of the date hereof, the Company is not aware of any claims that it may have against Employee.

(e) **Unknown Claims:** Employee expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and any other similar provision of applicable law, and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Company's Releasees, Employee expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which Employee does not know of or suspects to exist in Employee's favor at the time of signing this Agreement, and that this Agreement contemplates the release of any such Claim or Claims.

Employee further acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the resolution of this matter. That section provides in pertinent part as follows:

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“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

In connection with the foregoing, Employee acknowledges and agrees that upon the execution and performance of this Agreement, Employee has been, to the extent required by law, fully and properly paid for all time worked, received all required breaks, and has been fully reimbursed by Company for all necessary expenses incurred by Employee performing Employee’s duties, in accordance with state and federal laws.

(f) **Released Parties:** The “Released Parties” means the Company, all current and former parents, subsidiaries, related companies, partnerships, or joint ventures, and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), solely in their official capacities as such, and any other persons acting by, through, under or in concert with any of the persons or entities listed in this subsection, and their successors.

#### **Section 4 -- Promises**

(a) **Company Property and Debts:** Subject to the Protected Rights, Employee has returned to the Company all files, memoranda, documents, records, copies of the foregoing, Company-provided credit cards, keys, building passes, security passes, access or identification cards, and any other property of the Company or any Released Party in Employee’s possession or control. Employee has cleared all expense accounts, repaid everything Employee owes to the Company or any Released Party, paid all amounts Employee owes on Company-provided credit cards or accounts (such as cell phone accounts), and canceled or personally assumed any such credit cards or accounts. Notwithstanding the foregoing, Employee will be able to retain (i) Employee’s rolodex and similar address books (and electronic equivalent) provided that such items only include contact information, (ii) documents and information relating to Employee’s personnel information (such as payroll and tax records) and Employee’s personal rights and obligations, and (iii) Employee’s Company laptop, tablet computer and or mobile phone (subject to the Company having a reasonable opportunity to “scrub” the foregoing for confidential information of the Company) and the Company shall cooperate with Employee in transferring to Employee any wireless accounts (including phone numbers and billing) primarily utilized by Employee if in the Company’s name. To the extent Employee has incurred any necessary and reasonable business expenses on behalf of the Company, Employee will submit acceptable documentation of such expenses no later than 45 days after Employee’s Termination Date so that the Company may reimburse Employee for such expenses pursuant to the Company’s current expense reimbursement policies and procedures.

(b) **Taxes:** Employee is responsible for paying any taxes on amounts Employee receives under this Agreement. Employee agrees that the Company is entitled to withhold all taxes it determines it is legally required to withhold with respect to payments made under this Agreement. Employee understands and agrees that the Company does not make any representation or assurance as to the tax treatment of any amounts paid under this Agreement, it being understood that Employee has reviewed this Agreement with his own tax and legal advisors and understands the tax and other legal implications of the amounts paid hereunder.

(c) **Ownership of Claims:** Subject to the Protected Rights, Employee has not assigned or transferred any Claim Employee is purporting to release, nor has Employee attempted to do so.

(d) **Confidential Information, Trade Secrets, and Existing Obligations:** Subject to the Protected Rights, Employee understands that, at all times in the future, Employee will remain bound by the Company’s Proprietary Information and Invention Agreement or Confidential Information and Non-Disclosure Agreement (“PIIA”) that Employee previously signed. Subject to the Protected Rights, Employee acknowledges that Employee’s employment with the Company created a relationship of confidence and trust with respect to any information of a confidential or secret nature disclosed to Employee by the Company or a third party that (i) related to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the

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Company or any other party with whom the Company agreed to hold information of such party in confidence, (ii) was not generally known to the public or to other persons in the industry, or if generally known, was used, selected or arranged by the Company in a manner not generally known and was made the property of the Company by mutual agreement of the parties by the PIIA, and (iii) that the Company has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure (the "Confidential Information"). Employee agrees and represents that Employee has not disclosed, copied, disseminated, shared or transmitted any Confidential Information to any person, firm, corporation or entity for any reason or purpose whatsoever, except in the course of carrying out Employee's duties and responsibilities of employment with the Company. Subject to the Protected Rights, Employee also agrees not to make use of any Confidential Information for Employee's own purposes or for the benefit of any person, firm, corporation or other entity. Subject to the Protected Rights, Employee further warrants and represents that all Confidential Information in Employee's possession, custody or control that is or was a property of the Company has been or shall be returned to the Company by or on the Termination Date, except that Employee may retain copies of Employee's compensation records and all documents related to Employee's employment, including the PIIA and any employment agreement and equity award agreements.

(e) **Non-Disparagement.** Subject to the Protected Rights, Employee agrees that following the Termination Date, Employee shall not in any way or by any means (directly or indirectly, whether orally, in writing or on social media) make comments or remarks that disparage the Company or any of its affiliates or any of their respective employees, businesses, products or services, the members of the Company's Board of Directors or the Company's executive officers. The Company agrees that following the Termination Date, it will direct the members of the Company's Board of Directors and the Company's executive officers not to, in any way or by any means (directly or indirectly, whether orally, in writing or on social media) make comments or remarks that disparage Employee. Notwithstanding anything in this Agreement to the contrary, nothing contained in this Agreement shall prohibit Employee or the Company from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that such party has reason to believe is unlawful.

(f) **Implementation:** Employee agrees to sign any documents and do anything else that in the future is reasonably needed to implement this Agreement.

(g) **Other Representations:** In addition to Employee's other representations in this Agreement, subject to the Protected Rights, Employee has made the following representations to the Company, on which Employee acknowledges it also has relied in entering into this Agreement:

- i. Employee has not suffered any job-related wrongs or injuries, such as any type of discrimination, for which Employee might still be entitled to compensation or relief in the future. Employee has properly reported any and all job-related wrongs or injuries for which Employee might still be entitled to compensation or relief, such as an injury for which Employee might receive a workers' compensation award in the future. Employee has properly reported all hours that Employee has worked and under this Agreement, Employee has been paid all wages, overtime, commissions, compensation, benefits, and other amounts that the Company or any Released Party should have paid Employee in the past.
  - ii. This Agreement is not an admission of wrongdoing by the Company or any other Released Party.
  - iii. Employee is intentionally releasing claims that Employee does not know Employee might have and that, with hindsight, Employee might regret having released.
  - iv. If the Company or Employee successfully asserts that any provision in this Agreement is void, the rest of the Agreement shall remain valid and enforceable.
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(h) **False Claims Representations and Cooperation:** Subject to the Protected Rights, Employee has disclosed to the Company any information Employee has concerning any conduct involving the Company that Employee has any reason to believe may be unlawful or that involves any false claims to the United States. Following the date hereof, Employee promises to cooperate fully in any investigation the Company undertakes into matters occurring during Employee's employment with the Company. Employee understands that nothing in this Agreement prevents Employee from cooperating with any state and/or U.S. government investigation. Subject to the Protected Rights, in addition, to the fullest extent permitted by law, Employee hereby irrevocably assigns to the applicable state and/or U.S. government any right Employee might have to any proceeds or awards in connection with any false claims proceedings against the Company.

(i) **Covenants:** Employee acknowledges and agrees that Employee remains subject to the covenants set forth in Section 3 of the Change in Control Severance Agreement between Employee and the Company, dated August 1, 2022, and Employee reaffirms such covenants. Section 3 of the Change in Control Severance Agreement is hereby incorporated into this Agreement by reference.

#### **Section 5 -- Consequences of Violating Promises**

In addition to any other remedies or relief that may be available, Employee agrees that the Company would be irreparably harmed by any actual or threatened violation of the PIIA that involves Agreement-related disclosures or disclosure or use of confidential information or trade secret information, and that the Company will be entitled to seek an injunction prohibiting Employee from committing any such violation.

#### **Section 6 -- Consideration of Agreement**

Employee acknowledges that, before signing this Agreement, Employee was given at least 45 days in which to consider this Agreement. Employee waives any right to additional time within which to consider this Agreement. Employee further acknowledges that: (1) Employee took advantage of the time Employee was given to consider this Agreement before signing it; (2) Employee carefully read this Agreement; (3) Employee fully understands it; (4) Employee is entering into it voluntarily; (5) Employee is receiving valuable consideration in exchange for Employee's execution of this Agreement that Employee would not otherwise be entitled to receive; (6) the Company, by this writing, encouraged Employee to discuss this Agreement with Employee's attorney (at Employee's own expense) before signing it, and that Employee did so to the extent Employee deemed appropriate; and (7) any changes made to this Agreement, whether material or immaterial, will not restart the 45-day consideration period. Employee understands that Employee is entitled to revoke this Agreement, in writing, within 7 days once Employee signs it. Such revocation must be delivered to the Company as provided herein within the 7-day period, in which case Employee will receive no benefits and this Agreement will not go into effect. If Employee does not revoke this Agreement, it will become enforceable on the eighth day after Employee signs it. The Company need not sign this Agreement for it to become enforceable. Employee acknowledges that Employee has been provided with certain required disclosure regarding Employee's separation.

#### **Section 7 -- Miscellaneous**

(a) **Entire Agreement:** This Agreement, together with the PIIA, the equity awards listed on Exhibit A, the Change in Control Severance Agreement between the Company and Employee dated August 1, 2022, and the Indemnification Agreement between the Company and Employee dated August 1, 2022, constitute the entire agreement between Employee and the Company relating to the termination of Employee's employment and the subject matters herein. This Agreement may not be modified or canceled in any manner, nor may any provision of it or any legal remedy with respect to it be waived, except by a writing signed by both Employee and the Company's Chief People Officer. Employee acknowledges that the Company has made no representations or promises to Employee (such as that Employee's former position will remain vacant), other than those in or referred to by this Agreement. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

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(b) **Successors:** This Agreement binds Employee's heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

(c) **Facsimile or PDF Copy:** Execution of a facsimile or pdf copy shall have the same force and effect as execution of an original, and a facsimile or pdf signature shall be deemed an original and valid signature.

(d) **Interpretation:** This Agreement shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against Employee or any Released Party. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and" and the singular or plural number shall be deemed to include the other. Captions are intended solely for convenience of reference and shall not be used in the interpretation of this Agreement.

**YOU MAY NOT SIGN THIS AGREEMENT UNTIL THE END OF YOUR WORK DAY ON YOUR TERMINATION DATE.**

**BEFORE SIGNING THIS AGREEMENT, TAKE IT HOME, READ IT, AND CAREFULLY CONSIDER IT. IF YOU CHOOSE, DISCUSS IT WITH YOUR ATTORNEY (AT YOUR OWN EXPENSE).**

**YOU HAVE 45 DAYS TO CONSIDER THIS AGREEMENT. IF YOU DO NOT SIGN THIS AGREEMENT WITHIN THIS 45-DAY PERIOD, IT AUTOMATICALLY EXPIRES. ONCE YOU SIGN THIS AGREEMENT, YOU WILL HAVE AN ADDITIONAL 7 DAYS TO REVOKE IT. IF YOU CHOOSE TO REVOKE THIS AGREEMENT, YOU MUST DELIVER A WRITTEN NOTICE OF REVOCATION TO THE CHIEF PEOPLE OFFICER AT ONE LAGOON DRIVE, REDWOOD CITY, CA 94065. BY SIGNING THIS AGREEMENT, YOU WILL BE WAIVING YOUR KNOWN AND UNKNOWN CLAIMS.**

Signed: /s/ Scott Crenshaw Dated: 10/02/2024  
Scott Crenshaw

Signed: /s/ Adaire Fox-Martin  
Adaire Fox-Martin  
Chief Executive Officer

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**Exhibit A**

Equity Vesting

Employee shall receive pro-rata vesting with respect to the following outstanding equity awards:

<b>Grant Date</b>	<b>Type of Award</b>	<b>Target Number of Shares Initially Underlying Award</b>	<b>Number of Shares Vesting Under this Agreement*</b>
02/14/2023	Performance RSU (revenue, digital services revenue and AFFO/Share)	5,589	412.50
02/14/2023	Service-based RSU	2,794	670.83
3/7/2024	Performance RSU (revenue and AFFO/Share)	2,183	784.33**
3/7/2024	Service-based RSU	1,533	367.19

\* Pro-rata is based upon the period of January 1 through September 20. To obtain the number of shares listed in this column, the number of shares that would otherwise vest on the next applicable vesting date was multiplied by 0.7205. Any fractional share shall automatically be settled in cash.

\*\* Number of Shares listed in this table is based upon achievement at target levels of performance. This number of Shares shall be adjusted (upwards or downwards) according to the Company's actual performance for the entire 2024 year, as determined by the Company in early 2025, and the award will be settled as soon as practicable following such vesting (and in any case, no later than 75 calendar days following the determination of the Company's achievement of the relevant performance goals).

## Subsidiaries of Equinix, Inc.

<b>Entity</b>	<b>Jurisdiction</b>
APAC 1 Hyperscale LP	Singapore
APAC Hyperscale 2 LP	Singapore
APAC Hyperscale 3 Private Limited	Singapore
CapitaLand Korea No.8 Qualified Private Real Estate Investment Company	Republic of Korea
CapitaLand Korea No.9 Qualified Private Real Estate Investment Company	Republic of Korea
CHI 3 Procurement, LLC	Illinois, U.S.
CHI 3, LLC	Delaware, U.S.
CHI 8, LLC	Delaware, U.S.
Consortio Equinix Brasil	Brazil
Contrato de Fideicomiso Irrevocable de Administración de Bienes Inmuebles número "CIB/3714"	Mexico
Contrato de Fideicomiso Irrevocable de Administración Número "CIB/3933"	Mexico
DA12, LLC	Delaware, U.S.
EMEA Hyperscale 1 C.V.	Netherlands
EMEA Hyperscale 2 C.V.	Netherlands
Equinix (Africa) Acquisition Holdings B.V.	Netherlands
Equinix (APAC) Hyperscale Services Pte Ltd	Singapore
Equinix (APAC) Services Pte. Ltd.	Singapore
Equinix (Australia) Enterprises Pty Limited	Australia
Equinix (Bulgaria) Data Centers EOOD	Bulgaria
Equinix (Canada) Enterprises Ltd.	Ontario, Canada
Equinix (Canada) Services Ltd.	Ontario, Canada
Equinix (China) Investment Holding Co., Ltd. (亿利互连(中国)投资有限公司)	People's Republic of China
Equinix (EMEA) Acquisition Enterprises B.V.	Netherlands
Equinix (EMEA) B.V.	Netherlands
Equinix (EMEA) Hyperscale Services B.V.	Netherlands
Equinix (EMEA) Management, Inc.	Delaware, U.S.
Equinix (Finland) Enterprises Oy	Finland
Equinix (Finland) Oy	Finland
Equinix (France) Enterprises SAS	France
Equinix (Germany) Enterprises GmbH	Germany
Equinix (Germany) GmbH	Germany
Equinix (Hong Kong) Enterprises Limited	Hong Kong
Equinix (India) Enterprises Private Limited	India
Equinix (Ireland) Enterprises Limited	Ireland
Equinix (Ireland) Limited	Ireland
Equinix (Italy) Enterprises S.r.l.	Italy
Equinix (Japan) Enterprises K.K.	Japan
Equinix (Japan) Technology Services K.K.	Japan
Equinix (LD-A) Limited	Jersey, United Kingdom
Equinix (MA5) Limited	United Kingdom
Equinix (Netherlands) B.V.	Netherlands
Equinix (Netherlands) Enterprises B.V.	Netherlands

Equinix (Netherlands) Holdings B.V.	Netherlands
Equinix (Philippines) Services Inc.	Philippines
Equinix (Poland) Enterprises sp. z o.o.	Poland
Equinix (Poland) Services sp. z o.o	Poland
Equinix (Poland) sp. z o.o.	Poland
Equinix (Poland) Technology Services sp. z o.o.	Poland
Equinix (Portugal) Data Centers, S.A.	Portugal
Equinix (Real Estate) GmbH	Germany
Equinix (Real Estate) Holdings SC	France
Equinix (Real Estate) SCI	France
Equinix (Services) Limited	United Kingdom
Equinix (Singapore) Enterprises Pte. Ltd.	Singapore
Equinix (SK3) Handelsbolag	Sweden
Equinix (South Africa) (Pty) Ltd.	South Africa
Equinix (South Africa) Enterprises (Pty) Ltd.	South Africa
Equinix (Spain) Enterprises, S.L.U.	Spain
Equinix (Spain), S.A.U.	Spain
Equinix (Sweden) AB	Sweden
Equinix (Sweden) Enterprises AB	Sweden
Equinix (Switzerland) Enterprises GmbH	Switzerland
Equinix (Switzerland) GmbH	Switzerland
Equinix (Thailand) Limited	Thailand
Equinix (UK) Enterprises Limited	United Kingdom
Equinix (UK) Limited	United Kingdom
Equinix (US) Enterprises, Inc.	Delaware, U.S.
Equinix (West Africa) Acquisition Enterprises B.V.	Netherlands
Equinix (West Africa) Services B.V.	Netherlands
Equinix Africa Investment LLC	Delaware, U.S.
Equinix AMER Hyperscale 2 (GP) LLC	Delaware, U.S.
Equinix AMER Hyperscale 2 (LP) LLC	Delaware, U.S.
Equinix AMER Hyperscale 2 LP	Delaware, U.S.
Equinix AMER Hyperscale 3 (GP) LLC	Delaware, U.S.
Equinix AMER Hyperscale 3 (LP) LLC	Delaware, U.S.
Equinix AMER Hyperscale 3 LP	Delaware, U.S.
Equinix AMER Hyperscale 3 REIT LLC	Delaware, U.S.
Equinix APAC 1 Hyperscale Holdings 1 Pte. Ltd.	Singapore
Equinix APAC 1 Hyperscale Holdings 2 Pte. Ltd.	Singapore
Equinix APAC 1 Hyperscale Holdings Pte. Ltd.	Singapore
Equinix APAC Holdings Pte. Ltd.	Singapore
Equinix APAC Hyperscale 1 (LP) LLC	Delaware, U.S.
Equinix APAC Hyperscale 2 (GP) Pte. Ltd.	Singapore
Equinix APAC Hyperscale 2 (LP) LLC	Delaware, U.S.
Equinix APAC Hyperscale 2 Holdings 1 Pte. Ltd.	Singapore
Equinix APAC Hyperscale 2 Holdings 2 Pte. Ltd.	Singapore
Equinix APAC Hyperscale 3 (GP) Pte. Ltd.	Singapore

Equinix APAC Hyperscale 3 LP	Singapore
Equinix Asia Pacific Holdings Pte. Ltd.	Singapore
Equinix Asia Pacific Pte. Ltd.	Singapore
Equinix Australia National Pty Ltd	Australia
Equinix Australia Pty Limited	Australia
Equinix Australia Real Estate Pty Ltd	Australia
Equinix Canada Holdings Limited	British Columbia, Canada
Equinix Canada Ltd.	Ontario, Canada
Equinix Chile Enterprises SpA	Chile
Equinix Chile SpA	Chile
Equinix Colombia (BG3) S.A.S	Colombia
Equinix Colombia, Inc. Pte. Ltd.	Singapore
Equinix Cote d'Ivoire SA	Côte d'Ivoire
Equinix DataCenter (Ghana) Ltd	Ghana
Equinix DataCenter (Nigeria) Limited	Nigeria
Equinix do Brasil Soluções de Tecnologia em Informática Ltda.	Brazil
Equinix do Brasil Telecomunicações Ltda.	Brazil
Equinix Europe 1 Financing Corporation LLC	Delaware, U.S.
Equinix Europe 2 Financing Corporation LLC	Delaware, U.S.
Equinix France SAS	France
Equinix Government Solutions LLC	Delaware, U.S.
Equinix Hong Kong Limited	Hong Kong
Equinix Hyperscale (GP) LLC	Delaware, U.S.
Equinix Hyperscale (GP) Pte. Ltd.	Singapore
Equinix Hyperscale (LP) LLC	Delaware, U.S.
Equinix Hyperscale 1 (DB5) Enterprises Limited	Ireland
Equinix Hyperscale 1 (DB5) Limited	Ireland
Equinix Hyperscale 1 (FR11) Enterprises GmbH	Germany
Equinix Hyperscale 1 (FR11) GmbH	Germany
Equinix Hyperscale 1 (FR9) Enterprises GmbH	Germany
Equinix Hyperscale 1 (FR9) GmbH	Germany
Equinix Hyperscale 1 (France) Holdings SAS	France
Equinix Hyperscale 1 (Japan) TMK	Japan
Equinix Hyperscale 1 (LD11) Enterprises Limited	United Kingdom
Equinix Hyperscale 1 (LD11) Limited	United Kingdom
Equinix Hyperscale 1 (LD13) Limited	United Kingdom
Equinix Hyperscale 1 (OS2) Enterprises GK	Japan
Equinix Hyperscale 1 (OS2) GK	Japan
Equinix Hyperscale 1 (PA8) SAS	France
Equinix Hyperscale 1 (PA9) SAS	France
Equinix Hyperscale 1 (Turkey) Holdings B.V.	Netherlands
Equinix Hyperscale 1 (TY12) Enterprises GK	Japan
Equinix Hyperscale 1 (TY12) GK	Japan
Equinix Hyperscale 1 (TY14) GK	Japan
Equinix Hyperscale 1 (UK) Financing Limited	United Kingdom

Equinix Hyperscale 1 GK	Japan
Equinix Hyperscale 1 Holdings B.V.	Netherlands
Equinix Hyperscale 2 (AM12) B.V.	Netherlands
Equinix Hyperscale 2 (Australia) Enterprises 1 Pty Limited	Australia
Equinix Hyperscale 2 (Australia) Enterprises 2 Pty Limited	Australia
Equinix Hyperscale 2 (FR10) Enterprises GmbH	Germany
Equinix Hyperscale 2 (FR10) GmbH	Germany
Equinix Hyperscale 2 (FR12) GmbH	Germany
Equinix Hyperscale 2 (FR16) Enterprises GmbH	Germany
Equinix Hyperscale 2 (FR16) GmbH	Germany
Equinix Hyperscale 2 (France) Holdings B.V.	Netherlands
Equinix Hyperscale 2 (GP) LLC	Delaware, U.S.
Equinix Hyperscale 2 (HE10) Enterprises Oy	Finland
Equinix Hyperscale 2 (HE10) Oy	Finland
Equinix Hyperscale 2 (LDx) Limited	United Kingdom
Equinix Hyperscale 2 (LP) LLC	Delaware, U.S.
Equinix Hyperscale 2 (MD3) Enterprises SLU	Spain
Equinix Hyperscale 2 (MD3) S.L.	Spain
Equinix Hyperscale 2 (ML7) Enterprises S.r.l.	Italy
Equinix Hyperscale 2 (ML7) S.r.l.	Italy
Equinix Hyperscale 2 (ML9) S.r.l.	Italy
Equinix Hyperscale 2 (PA12) Enterprises SAS	France
Equinix Hyperscale 2 (PA12) SAS	France
Equinix Hyperscale 2 (PA13) Enterprises SAS	France
Equinix Hyperscale 2 (PA13) SAS	France
Equinix Hyperscale 2 (PA15) SAS	France
Equinix Hyperscale 2 (SK5) AB	Sweden
Equinix Hyperscale 2 (SP5) Enterprises LTDA	Brazil
Equinix Hyperscale 2 (SP5) LTDA	Brazil
Equinix Hyperscale 2 (SP7) LTDA	Brazil
Equinix Hyperscale 2 (SV12) Enterprises Inc.	Delaware, U.S.
Equinix Hyperscale 2 (SV12) LLC	Delaware, U.S.
Equinix Hyperscale 2 (SY10) Pty Limited	Australia
Equinix Hyperscale 2 (SY9) Pty Limited	Australia
Equinix Hyperscale 2 (WA4) Enterprises sp. z.o.o.	Poland
Equinix Hyperscale 2 (WA4) sp. z o.o.	Poland
Equinix Hyperscale 2 Finco A B.V.	Netherlands
Equinix Hyperscale 2 Finco B B.V.	Netherlands
Equinix Hyperscale 2 Holdings 2 B.V.	Netherlands
Equinix Hyperscale 2 Holdings A B.V.	Netherlands
Equinix Hyperscale 2 Holdings B B.V.	Netherlands
Equinix Hyperscale 2 Holdings B.V.	Netherlands
Equinix Hyperscale 2 Holdings C B.V.	Netherlands
Equinix Hyperscale 2 Holdings D B.V.	Netherlands

Equinix Hyperscale 2 IL5 Data Merkezi Üretim İnşaat Sanayi Ve Ticaret Limited Şirketi	Turkey
Equinix Hyperscale 3 (AT7) LLC	Delaware, U.S.
Equinix Hyperscale 3 (SL2) LLC	Republic of Korea
Equinix Hyperscale 3 (SL3) LLC	Republic of Korea
Equinix Hyperscale 4 (CL4) ULC	British Columbia, Canada
Equinix Hyperscale Canada LP Limited	Ontario, Canada
Equinix II (Portugal) Enterprises Data Centers, Unipessoal Lda	Portugal
Equinix India Private Limited	India
Equinix India Professional Services Private Limited	India
Equinix Information Technology (Shanghai) Co., Ltd. (亿利互连信息技术(上海)有限公司)	People's Republic of China
Equinix Italia S.r.l.	Italy
Equinix Japan K.K.	Japan
Equinix Korea Holdings LLC	Republic of Korea
Equinix Korea LLC	Republic of Korea
Equinix LLC	Delaware, U.S.
Equinix Malaysia Enterprises Sdn. Bhd.	Malaysia
Equinix Malaysia Sdn Bhd	Malaysia
Equinix Mexico Holdings, S. de R.L. de C.V.	Mexico
Equinix Middle East FZ-LLC	United Arab Emirates
Equinix Middle East Services LLC	Oman
Equinix Montreal Ltd.	Ontario, Canada
Equinix Muscat LLC	Oman
Equinix MX Sales, S. de R.L. de C.V.	Mexico
Equinix MX Services, S.A. de C.V.	Mexico
Equinix Pacific LLC	Delaware, U.S.
Equinix Peru S.R.L.	Peru
Equinix Procurement (2024) LLC	Delaware, U.S.
Equinix Professional Services, Inc	Delaware, U.S.
Equinix Queretaro, S. de R.L. de C.V.	Mexico
Equinix RP II LLC	Delaware, U.S.
Equinix Saudi for Information Technology LLC	Saudi Arabia
Equinix Security (CU1) LLC	Delaware, U.S.
Equinix Security LLC	Delaware, U.S.
Equinix Services Colombia S.A.S	Colombia
Equinix Services, Inc.	Delaware, U.S.
Equinix Singapore Holdings Pte. Ltd.	Singapore
Equinix Singapore Pte. Ltd.	Singapore
Equinix South America Holdings, LLC	Delaware, U.S.
Equinix Southeast Asia Pte. Ltd.	Singapore
Equinix Turkey Data Merkezi Üretim İnşaat Sanayi ve Ticaret Anonim Şirketi	Turkey
Equinix Turkey Enterprises Data Merkezi Üretim İnşaat Sanayi ve Ticaret Anonim İrketi	Turkey
Equinix WGQ Information Technology (Shanghai) Co., Ltd. (亿利互连(上海)通讯科技有限公司)	People's Republic of China

Equinix YP Information Technology (Shanghai) Co., Ltd. (亿利互连数据系统(上海)有限公司)	People's Republic of China
FiberAccess Nigeria Limited	Nigeria
Gaohong Equinix (Shanghai) Information Technology Co., Ltd (高鸿亿利(上海)信息技术有限公司)	People's Republic of China
GPX India Services Private Limited	India
Harbour Exchange Management Company Limited	United Kingdom
Harbour Exchange Propco Limited	United Kingdom
Infomart Dallas GP, LLC	Delaware, U.S.
Infomart Dallas, LP	Delaware, U.S.
Infraco Nigeria Limited	Nigeria
LA4, LLC	Delaware, U.S.
MainOne Cable Company (Ghana) Ltd	Ghana
MainOne Cable Company Ltd	Mauritius
MainOne Cable Company Nigeria Limited	Nigeria
MainOne Cable Company Portugal, S.A.	Portugal
MainOne Company Nigeria LFZ Enterprise	Nigeria
MainOne Côte d'Ivoire	Côte d'Ivoire
Maintecknosoft Ltd	Ghana
McLaren Pty Limited	Australia
McLaren Unit Trust	Australia
Metronode (ACT) Pty Limited	Australia
Metronode (NSW) Pty Limited	Australia
Metronode C1 Pty Limited	Australia
Metronode Group Pty Limited	Australia
Metronode Investments Pty Limited	Australia
Metronode M2 Pty Ltd	Australia
Metronode P2 Pty Limited	Australia
Metronode S2 Pty Ltd	Australia
MGH Bidco Pty Limited	Australia
MGH Finco Pty Limited	Australia
MGH Holdco Pty Ltd	Australia
MGH Pegasus Pty Ltd	Australia
NY2 Hartz Way, LLC	Delaware, U.S.
Odyssey Solutions SARL	Côte d'Ivoire
PT Equinix Indonesia Hldgs	Indonesia
PT Equinix Indonesia JKT	Indonesia
SV1, LLC	Delaware, U.S.
Switch & Data Facilities Company LLC	Delaware, U.S.
Switch & Data LLC	Delaware, U.S.
Switch & Data MA One LLC	Delaware, U.S.
Switch & Data WA One LLC	Delaware, U.S.
Switch and Data NJ Two LLC	Delaware, U.S.
Switch and Data Operating Company LLC	Delaware, U.S.
Tussenlanen B.V.	Netherlands
Upminster GmbH	Germany

VDC I, LLC	Delaware, U.S.
VDC V, LLC	Delaware, U.S.
Virtu Secure Webservices B.V.	Netherlands

**CERTIFICATION PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Adaire Fox-Martin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Equinix, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Adaire Fox-Martin

Adaire Fox-Martin  
Chief Executive Officer and President  
Dated: October 30, 2024

**CERTIFICATION PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Keith D. Taylor, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Equinix, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Keith D. Taylor

Keith D. Taylor  
Chief Financial Officer  
Dated: October 30, 2024

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Equinix, Inc. (the "Company") on Form 10-Q for the period ending September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Adaire Fox-Martin, Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Adaire Fox-Martin

Adaire Fox-Martin  
Chief Executive Officer and President

October 30, 2024

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Equinix, Inc. (the "Company") on Form 10-Q for the period ending September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Keith D. Taylor, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Keith D. Taylor

Keith D. Taylor  
Chief Financial Officer

October 30, 2024