

# CONTRACTS

## EQUINIX CONNECT POLICY

January 11, 2018

This Equinix Connect Policy (“Policy”) supplements and sets forth additional terms and conditions governing the use of Equinix Connect by the Customer, as further described in the applicable Order and the Master Country Agreement or similar agreement (i.e. MSA) which governs Customer’s purchase of Licensed Space or Services (collectively, “MCA”). Any terms not defined herein will have the meaning given to them in the Order or the MCA.

This Policy will apply to Customer’s use of this Service and, if Customer violates anything set forth herein, Equinix may take reasonable action to correct any problem such violation may cause, including suspending or, upon ten (10) days prior written notice, terminating Customer’s use of this Service.

In addition to the Monthly Recurring Charges for use of Equinix Connect stated in an Order, any additional services requested by Customer (e.g., BGP setup) may incur an additional fee which will be invoiced to Customer in the following month’s invoice. Customer will be invoiced monthly in arrears for Customer’s actual level of usage of Equinix Connect or such additional services (as the case may be) if such usage exceeds the minimum committed usage levels listed on the Order.

### 1. Description of Products

Equinix will provide internet access service through third party providers via Ethernet switching and routing equipment (“Switch”) installed at the IBX Center, and through any other required equipment or facilities at the IBX Center that may be connected to the Switch. Equinix Connect is offered in a single- and multi-homed configuration.

Equinix will (i) install a Cross Connect from the demarcation patch panel on the Switch to the Customer’s Licensed Space within the IBX Center, and (ii) subject to agreement by the Parties, provide installation services, which may include consulting with Customer regarding network configuration, and the installation and provisioning of additional Cross Connects. If Customer’s Equipment requires a special connector or patch cable, assistance with this installation may be requested at Smart Hands charges. For avoidance of doubt, Equinix Connect does not include the provision or maintenance of any Customer’s Equipment.

### 2. Customer Responsibilities

Customer must: (i) provide all necessary materials, equipment, or facility modifications required to use Equinix Connect, and be responsible for all Customer’s Equipment, software, services and components not provided by Equinix, including the selection, use

compatibility, monitoring and troubleshooting thereof; (ii) comply with installation and maintenance specifications for delivery of Equinix Connect; (iii) comply with Equinix’s Acceptable Use Policy (see Attachment A) as updated from time to time by Equinix; and (iv) allow Equinix, without any liability whatsoever or notice to Customer, to permit duly authorized officers, employees, or agents of state or federal law enforcement agencies to install equipment, make modifications to Equinix Connect or intercept any communication to the extent permitted by law.

Customer must not: (a) conduct any illegal activities through the Switch; (b) conduct any activity that interferes with or impairs the equipment or connectivity of any other customer on the Switch; (c) obtain or attempt to obtain unauthorized access to the Switch, or circumvent or attempt to circumvent any applicable security features; (d) connect any equipment that is owned or controlled by a third party; and (e) sublicense or resell access to any port on the Switch to any third party or allow any third party to establish its own peering relationship on the Switch.

### 3. IP Addresses

Equinix may, in its sole discretion, allocate an IP Address(es) to Customer from time to time (“Licensed IP Address”) to enable the Customer’s Equipment to access Equinix Connect. Customer’s licence to use a Licensed IP Address terminates immediately upon termination of Equinix Connect. This Licensed IP Address is obtained by Equinix from the Réseaux IP Européens (RIPE), American Registry for Internet Numbers (ARIN), or Asia Pacific Network Information Centre (APNIC) (as appropriate for the region). Equinix may change a Licensed IP Address if, upon five (5) business days’ prior notice to Customer where reasonably possible, the change to the Licensed IP Address is prompted by RIPE/ARIN/APNIC. If Equinix is given less than five (5) business days’ notice by RIPE/ARIN/APNIC regarding this change to the Licensed IP Address, Equinix will use commercially reasonable efforts to give notice to Customer given the circumstances.

Equinix may, as a condition of providing Equinix Connect, require Customer to provide Equinix with IP addresses from within a



certain block agreed between the parties (“**Customer Supplied IP Addresses**”). If Customer advertises IP addresses that are neither Licensed IP Addresses nor Customer Supplied IP Addresses, then Equinix may route these IP addresses on Customer’s behalf. If Equinix receives written notice from the registered owner of these IP addresses to cease such routing, Equinix will do so as soon as reasonably practicable. Equinix reserves the right to refuse to route these IP addresses through Equinix Connect without written permission from the registered owner. Equinix may from time to time, at its sole discretion and without notice to Customer, change the routing packets through Equinix Connect for the purpose of improving Equinix Connect. These changes will not affect the Service levels below.

Equinix or its licensors will retain all right, title, and interest in Equinix Connect and any intellectual property related thereto provided by Equinix or its licensors. Equinix or its licensors will retain all rights, title and interest in all equipment provided to Customer as part of Equinix Connect and used to provide Equinix Connect. Customer agrees to indemnify Equinix for any damage to this equipment caused by Customer’s failure to comply with this Policy or failure to use reasonable care in the use of this equipment.

#### 4. Service Level Agreement

The purpose of this Service Level Agreement (“**SLA**”) is to define the measurable performance levels for Equinix Connect in a multi-homed configuration only and to specify remedies available to Customer if Equinix fails to achieve these levels. A multi-homed configuration is where the Customer maintains a connection to each of the Equinix Connect platform Switches and utilizes either the VRRP or BGP standard multi-homing protocols as directed by Equinix. The SLA is met if each multi-home configuration is available 99.99% of the time during a billing month and Customer would be entitled to the credits set forth below as its sole and exclusive remedy for any failure to meet the SLA. For the purpose of this SLA, “**Unavailability**” is defined as the duration of time in which the Equinix Connect platform cannot exchange IP packets between itself and the edge of the Equinix network as measured from when Equinix receives Customer’s notification of the incident or from its actual start as mutually agreed between the Parties, to the time the Service is no longer Unavailable as confirmed by Equinix.

The maximum credit Equinix will issue per billing period is one (1) month’s MRC (or of prorated amount if applicable for the billing period during which Unavailability was experienced) for each affected Service directly impacted by the Unavailability. Customer must report Unavailability within five (5) days and request a credit within thirty (30) days of the date of its occurrence by contacting the Equinix Service Desk so that Equinix may investigate and isolate the cause of the Unavailability. Notwithstanding anything to the contrary, the SLA will not apply (and Equinix will have no liability) if the Unavailability is: (a) caused by circumstances beyond Equinix’s reasonable control; (b) caused by any act or omission by Customer, its agents, contractors or third parties, and such acts or omissions include failure to comply with and observe Equinix procedures or service guides or unavailability of relevant personnel at times necessary for testing or connection; (c) occurs during a maintenance window; (d) caused by any delay in the provisioning of, any fault in, or a service quality issue with any local leased circuits, local or public Internet traffic exchange points, Customer’s Equipment or other equipment or software that does not form part of Equinix Connect; or (e) caused by any abuse, fraud or failure to comply with Equinix’s Acceptable Use Policy (as the case may be), on the part of Customer or its end-users.

Equinix will notify Customer at least fourteen (14) days prior to any scheduled maintenance window and will use commercially reasonable efforts to minimize the duration and impact of maintenance windows. Additionally, Equinix will take any action necessary to diagnose and correct any emergencies related to Equinix Connect in order to restore proper network operations. Equinix will use commercially reasonable efforts to notify Customer if any emergency may cause an interruption as soon as reasonably possible given the circumstances. All periods of Unavailability must be verified by Equinix and any approved Service credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved.

| MONTHLY AVAILABILITY | CUMULATIVE MINUTES OF UNAVAILABILITY PER CALENDAR MONTH | MRC CREDIT FOR EACH AFFECTED PORT |
|----------------------|---|-----------------------------------|
| 99.99%–99.9%         | 4 minutes to <44 minutes                                | 5%                                |
| 99.9%–99%            | 44 minutes to <7 hours                                  | 25%                               |
| 99–98%               | 7 hours to <14 hours                                    | 50%                               |
| < 98%                | >14 hours   | 100%                              |

### 5. Third Party Provider Actions

Customer understands that Equinix provides Equinix Connect through agreements with third party providers. Customer agrees that to the extent such third party providers limit, modify or otherwise change the services provided to Equinix, in order for Equinix to provide Equinix Connect to Customer, Equinix may likewise limit such Equinix Connect provided to Customer and Customer agrees to abide by such limitations, modifications and changes.

### 6. Burst Billing in EMEA and APAC

Burst billing fees are automatically calculated each month using the 95th Percentile rule. In order to calculate the burst billing fees, Equinix takes traffic readings at five (5) minute intervals and the 95th percentile is calculated by taking all traffic readings over the course of a month and ordering from highest to lowest. The top 5% of traffic is then discarded and the next value is the '95th percentile'. Equinix then bills on the 95th percentile of either in or out traffic, whichever is higher.

Where a single service has multiple ports, Equinix aggregates the inbound or outbound traffic from all ports and calculate the 95th percentile. Equinix bills on the 95th percentile of either the aggregated in or aggregated out traffic, whichever is higher. For avoidance of doubt, burst billing fees are only calculated in EMEA and APAC.

### 7. Miscellaneous

This Policy (including its Attachments), and the applicable Order(s), together with the MCA, represent the complete agreement and understanding of the Parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral.

**Please complete the Equinix Connect CRD for each Equinix Connect Order. Your Equinix Connect Order cannot be processed without it.**

### ATTACHMENT A: ACCEPTABLE USE POLICY (“AUP”)

1. This AUP is intended to protect Customer and the Internet community from the inappropriate use of Equinix’s computing/ network services and the Internet.
2. Customer, and its end users or any third party that uses its services, must not:-
  - a. use the Services to accept, transmit or distribute unsolicited bulk data (which includes, without limitation, e-mail, bulletin boards, newsgroups, software, files) or otherwise send, or facilitate the sending of unsolicited commercial email and mail bombs to any person or system in a way that could be expected to adversely impact Equinix’s network or facilities, or may potentially encroach on a third party’s intellectual property rights or any rights of publicity or privacy; The only circumstances in which the Services may be used to send unsolicited data of an advertising or promotional nature is where the unsolicited data is sent to persons with whom the sender has a pre-existing business, professional or personal relationship or to persons who have previously indicated their consent to receive data from the sender from time to time, for example by ticking a box to that effect on the sender’s web site. Unless these requirements are met, users must not send unsolicited bulk data through the Services. If these requirements are met, the user must also provide an unsubscribe function on their web site (and make this function known to recipients in the relevant data) which allows those recipients to be removed from that mailing list;
  - b. attempt to connect to any third party systems without prior permission or arrangement;
  - c. use the Services in a manner which is intended to abuse or to violate the property rights of others, including, without limitation, activities which result in the distribution of viruses, worms, time bombs, Trojan horses, cancelbots, or other destructive activities like Denial of Services attacks, or scanning or any form of probing / automated network status polls / information collection of a third party’s network / system without prior permission, intentional or otherwise;
  - d. use the Services to conduct any other activities, which in Equinix’s discretion are considered detrimental to its customers and/or its own operations;
  - e. Use the Services to:-
    - (i) send data, or cause data to be sent, to or through Equinix Connect that hides or obscures the source of the data, that contains invalid or forged headers or domain names or deceptive addressing; and
    - (ii) relay data from a third party’s mail server without permission or which employs similar techniques to hide or obscure the source of the data; and
  - f. violate or attempt to violate the security of the Services, including without limitation, attempting to interfere with, disrupt or disable services to any user, host or network, including but not limited to via means of overloading, “flooding”, “mail bombing” or “crashing”.
3. Customer must immediately notify Equinix of any unauthorised access or attempted breach of security and may report violations of this AUP by notifying:

**EMEA:** the Equinix European Network Support Engineering Team (“EU NSE”) through the local IBX Center or by email at [abuse@eu.equinix.com](mailto:abuse@eu.equinix.com).

**Asia-Pacific:** the Equinix Computer Security Incident Response Team (“CSIRT”) through the local IBX Center or by email at [abuse@ap.equinix.com](mailto:abuse@ap.equinix.com).

**North America:** the Equinix Service Desk (“ESD”) through the local IBX Center or by email at [abuse@equinix.com](mailto:abuse@equinix.com).
4. Each Customer is responsible for ensuring that Customer’s Equipment is configured in a secure manner. Customers should not, through action or inaction, allow others to use its network for illegal or inappropriate activities.
5. Equinix will not be obliged to intervene in the event a host or network address which is assigned to Customer is being blocked or blacklisted by other internet service providers or policing bodies.
6. Upon discovery of a security breach affecting a Customer, or upon the ESD, EU NSE or CSIRT (as applicable) being notified about a security complaint affecting Customer, Customer must take immediate steps to rectify the compromised systems. It is Customer’s responsibility to ensure that all its computers and network equipment, as well as Customer’s Equipment that utilizes an Equinix assigned network address is, in the opinion of Equinix, reasonably free from viruses, worms, trojan-horses, scanning codes and other malicious systems/software.
7. For event(s) that do not critically impact on the operations of Equinix’s network or other customers’ systems, Equinix will issue written notice to Customer regarding any violation of the AUP. Customer will make all necessary rectification to Customer’s equipment within fourteen (14) days from the date of Equinix’s notice.
8. For event(s) that critically impact on the operations of Equinix’s network and/or other customers’ systems, Equinix may, at its sole discretion, remove or disable Customer’s network connections, block network addresses, or suspend all Services to Customer with or without prior notice to Customer. Service suspension under this paragraph will not prejudice any of Equinix’s rights or remedies under the Agreement or otherwise.
9. Equinix will not be liable for any loss, expense, costs or damages of any nature suffered by Customer resulting in whole or in part from Equinix’s exercise of its rights under this AUP. By using the Services, Customer agrees to waive and hold harmless Equinix from any claims relating to any action taken by Equinix under this AUP including conduct of investigation, issuing of warnings, refusal to post materials, removal of material, or suspension or termination of services, or other appropriate action.