

CONTRACTS

CUSTOMER CONNECT POLICY

October 29, 2019

This Policy complements and provides additional terms and conditions for the Customer's use of the product, as described in the relevant Equinix Business Proposal. Any terms not defined in this document are defined in the Equinix Order, MCA, or other similar document.

1. Product Description

The Customer Connect service consists of providing a physical, private and digital connection between an environment hosted in Equinix datacenter and a remote point selected by the customer for the transmission of data.

There are four (4) types of product that make up the Customer Connect service in Brazil: Unprotected, Protected, Redundant and Dual Diverse.

The mode and purchased capacity shall be specified in the Equinix Order approved by the customer. Each mode can be purchased in different capacities, as detailed in item 3 (three) of this document.

The benefits provided by the product are:

- Physical, private and digital connection.
- Support and basic monitoring provided by Equinix.
- Guaranteed bandwidth.

Product features are:

- Basic monitoring, consisting of the systematic check of the physical circuit's operating condition and transmission capacity. It will be updated every minute, provided it meets the monitoring requirements of Equinix.
- Hired capacity measurement provided by Equinix in MRTG (Multi Router Traffic Grapher) charts, updated every 5 (five) minutes via the Equinix Managed Services Portal, upon customer configuration. This feature is available to customers with a TOR Switch managed by Equinix .
- Equinix may choose the telecom carrier to provide the means of physical access used by the Customer Connect connection, at its sole discretion.
- The capacities that can be purchased vary according to the carriers' availability.

Product Enablement

Equinix is responsible for the initial installation of the product, which involves the carrier provisioning the link and delivering the connection to the Demarcation Point defined by the customer.

The availability of the Customer Connect product will be informed through a written notice sent to the customer's email address, where the customer will receive the instructions for using the services.

Basic Support

Equinix offers bilingual support 24x7x365 to handle calls relating to the Customer Connect service. The following services may be ordered by opening a ticket by phone or online, at no additional charge:

- Investigate and solve connectivity availability and performance issues;
- Product information;

Additional Support

Equinix offers Additional Technical Support not included in the Customer Connect product. All services are described in the document entitled Equinix Service Catalog. These can be requested via the Equinix Customer Portal and will be charged separately as Technical Hours, as a Non-Recurring Charge (NRC).

2. Customer Responsibilities

The customer may not: (i) conduct any activity that may interfere with or harm any other customer's service; (ii) take any action in order to circumvent payment to Equinix for the use of the Customer Connect product.

3. Service Level Agreement (SLA)

The Customer Connect service is designed to offer the following minimum monthly uptime:

Country	Services	SLA (Agreement of service levels)	Maximum time for crash recovery (contract month)	How is it calculated?
BRAZIL	Unprotected	98,00%	14 hours and 36 minutes	Total hours available <hr/> Total hours in the measurement period
	Protected	99,50%	3 hours and 39 minutes	
	Redundant	99,80%	1 hour and 27 minutes	
	Dual Diverse	99,80%	1 hour and 27 minutes	

Equinix will inform the customer about the schedule for performing routine scheduled maintenance preferably 15 days in advance, and at least 48 hours in advance for imminent situations.

Scheduled preventive maintenance by Equinix that are notified to the customer within the minimum of 48 (forty-eight) hours in advance will not be counted for the calculation of uptime mentioned above.

4. Modalities

Customer Connect Unprotected

Consisting of a simple connection, i.e., only one carrier and no circuit redundancy, equipment or cross connection.

Customer Connect Protected

Consisting of a single channel, protected by the carrier in the backbone, and no circuit redundancy, equipment or cross connection.

Customer Connect Redundant

Consisting of a circuit with redundancy in the backbone of the operator and delivered through two cross connections.

Customer Connect Dual Diverse

Consisting of two hired circuits with two totally different routes which do not necessarily share the same backbone and are delivered through two cross connections.

5. General Provisions

The availability of the Customer Connect service shall be reported to the customer by means of written communication sent to the customer's email address, having 48 (forty-eight) business hours to declare any failures or defects in the configuration of the purchased service, counted from the moment that the email is sent by Equinix . After such period, if the customer has not stated otherwise, the services shall be considered fully enabled, with retroactive billing from the date that the communication on the enablement was sent.

Equinix reserves the right to not allow the installation of any equipment to be used by the customer that may: (i) exceed the limits of the capacity purchased or (ii) jeopardize the security of other customers' equipment.

The term 'uptime', in relation to Customer Connect, refers to the capacity the routing equipment has from the customer's endpoint to connect to the routing equipment hosted at Equinix 's datacenter.

Equinix shall give the customer a discount equivalent to 1 (one) day of service every time the service provided to the Customer Connect customer remains inoperative for longer than anticipated in the above table. Additionally, the customer shall be entitled to discounts equivalent to 1 (one) hour of service for each outage period of 15 (fifteen) minutes that follows the periods cited above.

The maximum number of discounts that Equinix can grant the customer in a given contractual month is limited to the value of 30 (thirty) days of the amount purchased by the customer, regardless of the number of times that the service provided to the customer remains inoperative, or the duration of the aforementioned inoperability during the same contractual month. The discount will be calculated based on the monthly fee for the month in which the event took place.

Equinix will perform routine scheduled maintenance on the IBX. In the scheduled routine maintenances, the customer equipment and/or Equinix 's equipment may be prevented from transmitting and/or receiving data for the time that it takes to resolve the situation and the customer may be prevented from accessing them, without such event generating any liability to Equinix .