



EQUINIX CONNECT POLICY

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

1. Description of Product

Equinix Connect is an internet access service provided by Equinix 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-homed and a dual-homed configuration. A dual-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 dual-homing protocols as directed by Equinix.

2. Equinix Responsibilities

Equinix will install a Cross Connect from the demarcation patch panel on the Switch to the Customer’s Licensed Space within the IBX Center.

Upon Customer’s request, subject to Smart Hands charges and agreement by the Parties, Equinix will (a) provide installation services, which may include consulting with Customer regarding network configuration, and the installation and provisioning of additional Cross Connects; and (b) assist with the installation of special connector or patch cables.

For the avoidance of doubt, Equinix Connect does not include the provision or maintenance of any Customer’s Equipment.

3. Customer Responsibilities

A. Customer must: (i) provide all necessary materials, equipment, or facility modifications required to use Equinix Connect, and be responsible for all Customer’s Equipment, and for the 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 as attached as Exhibit A to this EC Policy, as updated from time to time by Equinix; (iv) complete the Equinix Connect Design Package (DP) for each Equinix Connect Order in order to enable Equinix to process a Customer Equinix Connect Order; (v) allow Equinix 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, in which regard Equinix will have no liability and will not provide prior notice to Customer; and (vi) indemnify and hold Equinix and its Affiliates, owners, officers, directors, employees and agents harmless from and against any and all liability, loss, damages, costs and expenses (including attorneys’ fees and costs) for third-party claims arising out or related to Customer’s failure to comply with this EC Policy or failure to use reasonable care in the use of Equinix Connect and the equipment provided to Customer as part of Equinix Connect.

B. Customer must not: (i) conduct any illegal activities through the Switch; (ii) conduct any activity that interferes with or impairs the equipment or connectivity of any other customer on the Switch; (iii) obtain or attempt to obtain unauthorized access to the Switch, or circumvent or attempt to circumvent any applicable security features; (iv) connect any equipment that is owned or controlled by a third party; or (v) 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 unless resold under the Equinix Partner Program.



4. IP Addresses

Customer may request additional IP addresses, and Equinix may, in its sole discretion, allocate IP addresses to Customer (“Licensed IP Address”) to enable the Customer’s Equipment to access Equinix Connect. Equinix will charge MRC for the use of Licensed IP Addresses, as well as a NRC setup fee for each request.

The Licensed IP Addresses are obtained by Equinix from the Réseaux IP Européens (RIPE), American Registry for Internet Numbers (ARIN), Latin America and Caribbean Network (LACNIC), or Asia Pacific Network Information Centre (APNIC) (as appropriate for the region). Equinix may, upon five (5) business days’ prior notice to Customer where reasonably possible, change a Licensed IP Address if such change to the Licensed IP Address is prompted by RIPE/ARIN/APNIC/LACNIC. If Equinix is given less than five (5) business days’ notice by RIPE/ARIN/APNIC/LACNIC regarding a change to the Licensed IP Address, Equinix will use commercially reasonable efforts to give notice to Customer given the circumstances.

Equinix will seek to maintain sufficient supply of provider aggregated IPv4 and IPv6 IP space to fulfil Customer requests for multiple Licensed IP Addresses to use while using Equinix Connect.

Customer’s right to use a Licensed IP Address terminates immediately upon termination of the respective Order or portion of the Order for Equinix Connect. Any Licensed IP Address must be returned to Equinix upon termination of the Order for Equinix Connect. Licensed IP Addresses are non-portable and cannot be announced via other providers without connectivity to the Equinix-aggregated announcement.

Licensed IP Addresses are allocated by Equinix on the basis of the Customer’s immediate utilisation rates. Equinix reserves the right to invalidate the allocation of Licensed IP Addresses which are not utilised by the Customer within the first three (3) months of the respective allocation, and to reduce the Licensed IP Addresses allocated to a Customer if such allocation is, in the reasonable opinion of Equinix, underutilised or ineffectively used by the Customer or the Customer’s use is not in compliance with the rules and guidance of RIPE/ARIN/APNIC/LACNIC; however, rates will not change in either instance. All allocations of Licensed IP Addresses by Equinix are subject to audit and verification by any reasonable means deemed appropriate by Equinix. If any allocation of Licensed IP Addresses is found to have been

on false information, Equinix may invalidate the allocation in its sole discretion.

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.



5. No Rights and Title

No right, title, and interest in (a) Equinix Connect and any intellectual property related thereto provided by Equinix or its licensors; and (b) all equipment provided to Customer as part of Equinix Connect and used to provide Equinix Connect is granted hereunder.

6. Service Level Agreement

The purpose of this Service Level Agreement (“SLA”) is to define the measurable performance levels for Equinix Connect and to specify remedies available to Customer if Equinix fails to achieve these levels. The service credits listed in the tables below are the sole and exclusive remedy for any failure of the Equinix Connect.

A. Dual-Homed Availability:

“Unavailability” is defined as the duration of time in which dual-homed configurations for Equinix Connect platform cannot exchange IP packets between itself and the edge of the Equinix network. The period of Unavailability starts when Equinix receives Customer notification of the incident and ends when Equinix Connect becomes available again as confirmed by Equinix.

Table 1: Dual-Homed Availability

Monthly Availability	Cumulative minutes of Unavailability per calendar month	MRC credit for each affected Switch
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%

B. Installation: Upon Equinix acceptance of a signed order, Equinix will install Switches as follows:

Table 2: Installation

Number of Switches provisioned	Provisioning interval	Credit for each affected Switch if provisioning interval missed
Up to one (1) Switch per day for a single-homed service and up to two (2) Switches per day for a dual-homed service*	Ten (10) business days	100% NRC

*If a Switch is ordered in conjunction with Licensed Space, the provisioning interval will be in addition to the buildout of the Licensed Space.

7. General

In a calendar month, the maximum credit to which Customer will be entitled will not exceed one (1) month’s MRC (or of prorated amount if applicable) for each Switch that experienced the Unavailability. In order to be eligible for a credit Customer must report the Unavailability within five (5) days of the incident. Unless otherwise specified, Customer must request a credit within thirty (30) days from the start of the occurrence of the Unavailability by contacting the Equinix Service Desk. All periods if Unavailability must be verified by Equinix. Approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. Notwithstanding anything to the contrary, Customer will not be entitled to a credit if the Unavailability is caused by any of the following: (a) circumstances beyond Equinix’s reasonable control; (b) acts or omissions of the Customer, its agents, contractors or third parties, including but not limited to failure to comply with and observe Equinix procedures or service guides or unavailability of relevant personnel at times necessary for testing or connection; (c) 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, (d) Customer’s Equipment or other equipment or software that does not form part of Equinix Connect; or (e) 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. Customer will further not be entitled to a credit if the Unavailability occurs during a scheduled maintenance window.

Equinix will use reasonable efforts to notify Customer at least fourteen (14) days prior to any regularly scheduled maintenance and as soon as practicable before any emergency maintenance. Equinix will use commercially reasonable efforts to minimize disruption to Customer’s Services when performing scheduled maintenance.



8. Third Party Provider Actions

Customer understands that Equinix provides Equinix Connect through agreements with third party providers and that Equinix's provision of Equinix Connect is subject and subordinated to such agreements. Customer agrees that to the extent that such third-party providers limit, modify or otherwise change the services provided to Equinix, Equinix may likewise limit, modify or otherwise change the Equinix Connect provided to Customer. Customer agrees to abide by such limitations, modifications and changes.

9. Billing

In addition to the MRC for use of Equinix Connect stated in an Order, any additional services requested by Customer not stated in the respective Order may incur an additional NRC, 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 in the Order. Applicable burst fees will be detailed in the Order according to Section 9 below.

10. Burst Billing

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 Switches, Equinix aggregates the inbound or outbound traffic from all Switches and calculate the 95th percentile. Equinix bills on the 95th percentile of either the aggregated in or aggregated out traffic, whichever is higher.



ATTACHMENT A ACCEPTABLE USE POLICY (“AUP”)

This AUP is intended to protect Customer and the Internet community from the inappropriate use of Equinix’s computing/network services and the Internet.

1. Customer Responsibilities

A. Customer must

- i. ensure that Customer’s Equipment is configured in a secure manner;
 - ii. 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, take immediate steps to rectify the compromised systems;
 - iii. that all its computers and network equipment, as well as Customer’s Equipment that utilizes an Equinix assigned network address, are, in the opinion of Equinix, free from viruses, worms, trojan-horses, scanning codes and other malicious systems/software; and
 - iv. immediately notify Equinix of any unauthorised access or attempted breach of security and may report violations of this AUP by notifying: (a) EMEA: the Equinix European Network Support Engineering Team (“EU NSE”) through the local IBX Center or by email at abuse@eu.equinix.com; (b) Asia-Pacific: the Equinix Computer Security Incident Response Team (“CSIRT”) through the local IBX Center or by email at abuse@ap.equinix.com; and (c) The Americas: the Equinix Service Desk (“ESD”) through the local IBX Center or by email at abuse@equinix.com;
 - v. make all necessary rectification to Customer’s Equipment within fourteen (14) days from the date of Equinix’s notice informing Customer of a violation of the AUP;
- B. Customer, and its end users or any third party that uses its services (the “Sender”), must not
- i. use Equinix Connect to accept, transmit or distribute unsolicited bulk data (which includes, without limitation, e-mail, bulletin boards, newsgroups, software and 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, unless the unsolicited data is sent to persons (a) with whom the Sender has a pre-existing business, professional or personal relationship, or (b) 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, provided that the Sender also provides an unsubscribe function on its web site (and makes this function known to recipients in the relevant data) which allows those recipients to be removed from that mailing list;
 - ii. attempt to connect to any third-party systems without prior permission of or arrangement with the third-party;
 - iii. use Equinix Connect 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;
 - iv. through action or inaction, allow others to use its network for illegal or inappropriate activities;
 - v. use Equinix Connect to conduct any other activities, which in Equinix’s discretion are considered detrimental to its customers and/or its own operations; or



- vi. use Equinix Connect to: (a) 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; (b) 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; or (c) violate or attempt to violate the security of Equinix Connect, 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".

Customer will indemnify and hold Equinix and its Affiliates, owners, officers, directors, employees and agents harmless from any claims relating to any action taken by Equinix under this AUP including, without limitation, conduct of investigation, issuing of warnings, refusal to post materials, removal of material, suspension or termination of services, or other appropriate action.

2. Equinix Rights

For events 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 Equinix Connect to Customer with or without prior notice to Customer. Equinix Connect suspension under this paragraph will not prejudice any of Equinix's rights or remedies under the Agreement or otherwise. parágrafo não prejudicará nenhum dos direitos ou recursos da Equinix sob o Contrato ou de outra forma.

3. General

Equinix will not be obliged to intervene in the event that a host or network address which is assigned to Customer is being blocked or blacklisted by other internet service providers or policing bodies. Further, 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.