

# CONTRACTS

## EQUINIX ETHERNET EXCHANGE POLICY

September 6, 2017

This Equinix Ethernet Exchange Policy (“Policy”) supplements and sets forth additional terms and conditions governing the use of the Equinix Ethernet Exchange (“EEE”) by the Customer, as further described in the applicable Order.

### 1. Description of Products

Equinix will provide Customer access to an Ethernet switching infrastructure (individually and cumulatively, the “Switch”) and certain ports (“Ports”) on the Switch as specified on the Order to allow Customer to interconnect its Ethernet networks via an External Network to Network Interface (“ENNI”). The ENNI provides Customer the capability to exchange Ethernet frames with other Equinix customers. EEE provides Customer the ENNI and a virtual circuit (“Virtual Circuit”), which is a logical Ethernet connection between two or more Ports on the Switch. Fees will be listed on the Order, and if Customer requires additional Products, then the fees will be Equinix’s list price, unless otherwise agreed by the Parties in writing. Equinix will at all times retain all title to and ownership of the EEE. Customer may also have access to the Ethernet Web portal, and further information is available from Equinix upon request.

### 2. Customer Responsibilities

Customer must: (i) provide and maintain twenty-four (24) hours each day an email address and phone number for a primary contact and an email address and phone number for an operations contact, which should include a role account email address (e.g., for a network engineer or routing engineer); (ii) complete the Configuration Requirements Document (“CRD”) as soon as possible following execution of its first Order; (iii) comply with all reasonable technical specifications and policies for the use of the EEE Product, as provided by Equinix from time to time; and (iv) only connect its own equipment to the Switch.

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; or (e) reverse assemble, reverse compile or reverse engineer the EEE, or otherwise attempt to discover any EEE source code or underlying proprietary information.

This Policy will apply to Customer’s use of the EEE and if Customer violates anything set forth herein or in the Order, 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 the EEE.

Additionally, Customer is responsible for negotiating and executing its own interconnection agreements to exchange Ethernet frames with other Equinix customers, and Equinix is not responsible for establishing or monitoring such relationships, whether bilateral or multilateral, as they do not involve Equinix. Customer will indemnify and hold harmless Equinix and its customers from any liability, costs and damages (including attorneys’ fees and costs) arising from claims relating to Customer’s interconnection agreements or other peering relationships.

### 3. Service Level Agreement

The purpose of this Service Level Agreement (“SLA”) is to define the measurable performance levels for EEE and specify remedies available to Customer if Equinix fails to achieve these levels. The SLA is met if each individual Port and Virtual Circuit is available to pass Ethernet frames 99.999% of the time during a billing month (the “SLA Threshold”), and Customer will be entitled to the credits set forth in the table below as its sole and exclusive remedy for any failure to meet the SLA Threshold. For the purpose of this SLA, and subject to the last paragraph of this section, “Unavailability” is defined as the duration of time in which any Port or Virtual Circuit prevents delivery of Customer’s Ethernet frames, as measured from the time when Equinix receives Customer’s notification of the incident or from its actual start, as mutually agreed between the Parties, to the time the Product is no longer Unavailable, as confirmed by Equinix.

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MONTHLY AVAILABILITY	CUMULATIVE MINUTES OF UNAVAILABILITY PER CALENDAR MONTH	MRC CREDIT FOR EACH AFFECTED PORT
99.999%–99.99%	26 seconds <4 minutes	2%
99.99%–99.90%	4 minutes to <44 minutes	5%
99.9%–99%	44 minutes to <7 hours	10%
99–97%	7 hours to <21.6 hours	25%
<97%	>21.6 hours	50%

Upon Equinix acceptance of a valid Customer request, Equinix will install additional Ports (this does not apply to the initial Port) as follows:

ADDITIONAL ORDER	PROVISIONING INTERVAL	NRC CREDIT FOR EACH AFFECTED PORT IF PROVISIONING INTERVAL MISSED
Up to 1 Port per day	10 Business Days	100% NRC

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 an Unavailability was experienced) for each Port(s) and Virtual Circuit that experienced the Unavailability. Customer must

report Unavailability within five (5) days and request a credit within thirty (30) days of the date of their occurrence by contacting the Equinix Service Desk, so Equinix may investigate and isolate the cause of Unavailability. Notwithstanding anything to the contrary, the SLA will not apply (and Equinix will have no liability) if the Unavailability is considered an "Excused Unavailability," which means it: (a) is caused by circumstances beyond Equinix's reasonable control; or (b) is caused by Customer's act or omission, or in the case of a Virtual Circuit, the act or omission of the customer or partner to whom the Customer connects; or (c) occurs during a scheduled maintenance window. Customer will be notified at least fourteen (14) days prior to any regularly scheduled maintenance and will be notified as soon as practicable before any emergency maintenance.

#### 4. Disclaimer of Third Party Actions and Control

Equinix does not and cannot control the flow of Ethernet frames beyond the Port or ENNI. Such flow depends in large part on the performance of Ethernet services provided or controlled by other customers. At times, actions or inactions caused by these other customers can produce situations in which some or all of Equinix's Customers' virtual circuits may be impaired or disrupted. Although Equinix will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Equinix cannot guarantee that they will not occur. Accordingly, Equinix disclaims any and all liability resulting from or related to such events.

#### 5. Miscellaneous

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