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EQUINIX FABRIC

December 21, 2020

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

1. Description of Products

Definitions:

CSP: Cloud Service Provider

Equinix Fabric Connection: A logical Ethernet Connection between two or more Equinix Fabric Ports on the Equinix Fabric Platform

Equinix Fabric Platform: Ethernet routing and switching infrastructure provided by Equinix

Equinix Fabric Ports: Ports on the Equinix Fabric Platform as specified in the applicable Equinix Fabric Order

ENNI: External Network-to-Network Interface that provides the capability to exchange Ethernet frames

As specified in the applicable Equinix Fabric Order, Equinix will provide Customer with Equinix Fabric Ports on the Equinix Fabric Platform that will permit Customer to enable Equinix Fabric Connections over an ENNI. Customer may establish a Redundant Configuration (Table 1) by purchasing dual Equinix Fabric Ports to establish dual Equinix Fabric Connections to the same CSP or other Equinix customer in the same metro (Note: Some CSPs require dual Equinix Fabric Ports). All other configurations are considered Non-Redundant (Table 2) For all configurations, additional fees will apply if Customer connects to a CSP or other Equinix customer in a different metro (“Remote Connection”). Equinix will at all times retain all title to and ownership of the Equinix Fabric.

2. Customer Responsibilities

Customer must: (i) provide and keep current valid contact information that includes phone number(s) and email address(es) for both a primary contact and an operational/technical contact (e.g., network engineer or routing engineer); (ii) provide technical configuration details; (iii) comply with all technical specifications and policies as provided by Equinix from time to time; and (iv) only connect its own equipment to the Equinix Fabric Platform.

Customer must not: (a) conduct any illegal activities through the Equinix Fabric Platform ; (b) conduct any activity that interferes with or impairs the equipment or connectivity of any other Customer on the Equinix Fabric Platform; (c) obtain or attempt to obtain unauthorized access to the Equinix Fabric Platform, 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 Equinix Fabric Platform, or otherwise attempt to discover any Equinix Fabric Platform source code or underlying proprietary information.

This Policy will apply to Customer’s use of the Equinix Fabric Platform. If any of Customer’s acts or omissions violate any provision set forth herein or in the applicable Equinix Fabric 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 Equinix Fabric Platform.

Customer is solely responsible for maintaining its own interconnection agreements with other customers to establish Equinix Fabric Connections and exchange traffic, and Equinix is not responsible in any way such agreements, including for establishing or monitoring such relationships, whether bilateral or multilateral. 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 third party interconnection agreements or other peering relationships with third parties.

3. Service Level Agreement

The purpose of this Service Level Agreement (“SLA”) is to define the measurable performance levels for the Equinix Fabric Platform and 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 Fabric Platform. For the purpose of this SLA and subject to the last paragraph of this section, “Unavailability” is defined as for specified below



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with regard to each SLA credit Table. The period of Unavailability starts when Equinix receives Customer notification of the incident and ends when it becomes available again as confirmed by Equinix.

A. Availability: "Unavailability" is defined as the duration of time in which any Equinix Fabric Port or Equinix Fabric Connection prevents delivery of Customer's traffic.

Table 1 Redundant Equinix Fabric Configuration		
Monthly Availability	Consecutive Minutes of Unavailability	MRC Credit for each affected Equinix Fabric Port or Equinix Fabric Connection
99.999% – 99.99%	26 seconds to < 4 minutes	2%
99.99% - 99.90%	4 minutes to < 44 minutes	5%
99.9%–99%	44 minutes to < 7 hours	10%
99%–98%	7 hours to < 14.4 hours	50%
98%–97%	14.4 hours to < 21.6 hours	75%
<97%	> 21.6 hours	100%

Table 2 Non-Redundant Equinix Fabric Configuration		
Monthly Availability	Consecutive Minutes of Unavailability	MRC Credit for each affected Equinix Fabric Port or Equinix Fabric Connection
99.9%–99%	44 minutes to < 7 hours	10%
99%–98%	7 hours to < 14.4 hours	50%
98%–97%	14.4 hours to < 21.6 hours	75%
<97%	> 21.6 hours	100%

B. Installation: Upon Equinix acceptance of a signed Order, Equinix will install Equinix Fabric Ports as follows:

Table 3 Equinix Fabric Port Provisioning		
Number of Equinix Fabric Ports Provisioned	Provisioning Interval	Credit for each affected Equinix Fabric Port if Provisioning Interval missed
Up to one Equinix Fabric Port per day*	Ten (10) business days	100% NRC

*If an Equinix Fabric Port is ordered in conjunction with Licensed Space, the Provisioning Interval will be in addition to the buildout of the Licensed Space.

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C. Network Performance

Roundtrip Latency (RTT) is defined as the maximum round-trip time required for a data packet to traverse the Equinix Fabric Platform between the specific Equinix Fabric Ports endpoints during any five-minute sample period, as averaged throughout a calendar month.

Packet Loss is defined as the ability to deliver some, but not all, packets between two specific Equinix Fabric Platform endpoints during a five-minute sample period. Packet Loss is measured as the percentage of packets which could not be successfully delivered relative to the total number of packets for which delivery was attempted, as averaged throughout a calendar month.

Jitter is defined as the average variation in Roundtrip Latency between successive packets sent between two specific Equinix Fabric Platform endpoints throughout a calendar month.

Table 4 (below) sets forth the “Not-To-Exceed (NTE)” values for Network performance parameters on the Equinix Fabric Platform.

Table 4 Network Performance Parameters and Measurements			
REGION	Roundtrip Latency (NTE ms)	Packet Loss (NTE %)	Jitter (NTE)
Within N. America Network	110ms	Average Monthly Packet Loss 0.1%	Average Jitter per month 500µs
Within Europe Network	85ms		
Within Asia Network	175ms		
Trans-Atlantic Network (N. America-East – Europe)	100ms		
Trans-Pacific Network (N. America-West – NE Asia)	195ms		
N. America – LATAM (N. America-East – Brazil)	190ms		
EU-Asia Network (Europe – SE Asia)	180ms		

Table 5 (below) sets forth the credit that Customer will be eligible to receive for Equinix’s failure to meet the Network Performance Parameters in Table 4, however, such credits will only be available if Customer opens a trouble ticket for the network performance related service issues within 7days after the NTE values failure occurred.

Table 5 Network Performance Parameters service credits		
Network Performance Parameters	Consecutive duration beyond NTE measurements	Total Credit for one or more affected network performance parameters
Roundtrip Latency, Packet Loss and Jitter	7 hours to < 24 hours	10% MRC
	> 24hours	25% MRC

In any 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 Equinix Fabric Port or Equinix Fabric Connection that experienced the Unavailability. Only one category of credit is permitted for any single incident, and if multiple parameters are impacted, only Section A (Availability) credits will be awarded. Unless otherwise specified, Customer must request a credit within thirty (30) days of the date of its occurrence by contacting the Equinix Service Desk so Equinix may investigate and isolate the cause of Unavailability. All periods of 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, the SLA will not apply and Equinix will have no liability if the Unavailability: (a) is caused by circumstances beyond Equinix’s reasonable control; (b) is caused by Customer’s act or omission, or in the case of a Equinix Fabric Connection, the act or omission of the customer or partner to whom the Customer connects; or (c) 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

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as practicable before any emergency maintenance. Equinix will use commercially reasonable efforts to minimize disruption to Customer's Services when performing scheduled maintenance.

4. Equinix Fabric Performance

Equinix does not and cannot control the flow of traffic beyond the Equinix Fabric Port or ENNI. Such flow depends in large part on the availability and performance of network services provided or controlled by other customers. Such customers' actions or inactions may cause some or all Equinix Fabric Connections to be impaired or disrupted, and while 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. Additionally, to optimize Equinix Fabric performance, Equinix may monitor and test traffic header data for network management purposes.

5. Miscellaneous

This Policy, along with any applicable Order and Agreement, represent the complete agreement and understanding of the Parties with respect to the subject matter herein, supersedes any other agreement or understanding, written or oral.