

CONTRACTS

EQUINIX SUPPLIED IP BLOCK POLICY

December 21, 2020

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

1. Description of Products

Definitions

This optional product feature of the Equinix Fabric (“Equinix Fabric”) permits Customer to use Equinix supplied IP addresses, which may be used to advertise traffic from Customer to a third-party provider on the Equinix Fabric. Equinix will obtain the IP addresses from appropriate regional Internet Registry Organization (“IRO”) such as the Réseaux IP Européens (RIPE), American Registry for Internet Numbers (ARIN), or Asia Pacific Network Information Centre (APNIC) and will grant Customer a specific size and range of IP addresses (“Licensed IP Address” or “IP Block”). Customer may request a Letter of Authorization from Equinix to verify this if required.

Alternatively, Customer may advertise its own IP address (“Customer-Supplied IP Address”) that it has obtained from an IRO or other source, provided Customer supplies a Letter of Authorization to Equinix upon request.

2. Customer Responsibilities

Customer may only use the Licensed IP Address or Customer-Supplied IP Address to configure network elements that conduct business on the Equinix Fabric and Customer may not lease or allocate it to any other party. Customer is responsible for locating, understanding and complying with all routing and peering rules and guidelines and Acceptable Use policies specified by Equinix and the applicable 3rd party service provider and failure to do so may result in immediate suspension or termination.

3. General

Equinix or its licensors will retain all right, title, and interest in Equinix Fabric, Licensed IP Address, and any intellectual property related to any equipment or services provided by Equinix or its licensors. Customer acknowledges that Licensed IP Address may be advertised to any 3rd party on the Equinix Fabric but since Equinix may not have direct visibility to or control over the advertisement it will not be liable for the behavior of that traffic. Equinix may reclaim any Licensed IP Address which goes unused or is used by Customer in violation of this policy or 3rd party service provider policy and Equinix may change a Licensed IP address in its sole discretion upon notice to Customer. Equinix may immediately suspend or terminate Customer’s use of this product if Customer causes harm or damage or interference to the Equinix Fabric or any Customer. Additionally, Customer will indemnify Equinix for any losses caused by Customer’s failure to comply with this Policy or failure to use reasonable care.

4. 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.