

CONTRACTS

INTELLIGENT DATA POLICY

September 3, 2020

This Service Specification (“Policy”) for Intelligent Data supplements and establishes additional terms and conditions that govern the Customer’s use of Intelligent Data, as described in the applicable Order. Any terms not defined herein will have their meanings assigned in the applicable Order or MCA Master Country Agreement, or other similar agreement between the Parties (“Agreement”).

1. Service description

The Intelligent Data product consists of a centralized multi-protocol data storage solution, capable of managing the customer’s data life cycle, but without access to the content of said data, offering tiering levels guaranteed at a single cost per TB purchased. The solution comes with protection features (Replication and Snapshot), automatic storage distribution and management via Managed Services Portal.

It is important to fully understand that Equinix has no obligation, nor the legal or material possibility, to supervise or, in any way, monitor or control the content or data transmitted or stored by the customer. As such, Equinix has no direct or indirect liability for the content and/or data transmitted or stored by the customer, especially, but not limited to, with respect to the origin, integrity, accuracy and/or violations of confidentiality and/or intellectual property agreements, or for any broadcasts, including those of an illegal, immoral or unethical nature, that may be conducted by the customer. The customer undertakes all responsibility for e-commerce and/or e-business operations, thus understood to be sales and purchase transactions in the virtual environment that imply the transfer of confidential information of the customer and third parties, such as credit card number, codes and passwords, among others, exempting Equinix from any liability resulting from such transactions.

The Intelligent Data offering will be charged according to the following rules:

- Non-recurring (NRC), regarding service enablement.
- Recurring monthly (MRC), the customer hires an initial volume (allowance) in TB.
- Non-recurring (NRC), regarding charges if the customer exceeds their contracted capacity for the current monthly period.

Product Enablement

Equinix is responsible for initial product installation, which makes the volume available to the customer. The Customer will receive an email regarding Intelligent Data product availability and instructions for use of the services. From that point forward, the Customer shall be exclusively responsible for the configuration, installation, operation, technical support and administration of the operating system and/or any other development programs (software) or applications that may be installed.

Basic Support

Equinix offers 24/7 support for the Intelligent Data product. The following services may be ordered by opening a ticket with the Equinix Service Desk, by phone or online, at no additional charge:

- I – Investigate and resolve service failure
- II – Product information

Additional Support

Equinix offers Additional Technical Support not included in the Intelligent Data product.

All services are described in the document entitled Equinix Service Catalog. These can be requested via the Managed Services Portal and will be charged separately as Technical Hours, through a Non-Recurring Charge (NRC).

2. Features

Performance and Availability

The solution automatically manages customer data to ensure performance by moving the data according to customer demand in 3 levels of guaranteed performance.

Product performance and availability will be guaranteed according to the following assumptions:

- Default usage profile 70% (seventy percent) for reading requests and 30% (thirty percent) for writing requests.
- Server operating system, driver, BIOS, and firmware versions as well as their ethernet interfaces connected to the Intelligent Data product must comply with the compatibility matrix published by the vendors and by Equinix itself.
- The configuration of the contracted interconnection product (Infrastructure Port or Equinix Cloud Exchange Fabric™) directly impacts volume performance and is conditional on connectivity infrastructure sharing.
- Equipment configuration and design have a maximum limitation per LUN (Logical Unit Number) presented of up to 25TB. If the project requires larger logical volumes, additional LUNs can be hired and delivered so that the Customer can concatenate them directly in the operating system.
- Parameterized file system for use of up to 64k blocks (sixty-four kilobyte).
- Multipath software (Block protocol only) configured with balancing between ethernet channels (round-robin).

Capacity

The Intelligent Data service is offered under a minimum monthly commitment, agreed between Equinix and the customer, of the total volume required for the customer environment. Regardless of the settings made in the Managed Services Portal, the product offers a single monthly cost per TB of storage, guaranteeing the necessary performance according to the needs of each data volume.

If the customer exceeds the total contracted capacity, there will be a non-recurring charge (NRC) for the amount of Terabytes per hour (TB/hour) exceeded, which may be a different amount per TB of storage in relation to what was agreed in the initial allowance. Information on the excess will always be collected on the last day of the month and will be automatically billed to the customer.

All information on the excess of the total contracted capacity will be provided on the invoice and through the Managed Services Portal (as well as the agreed amounts).

Use

Once the contracted volume allowance is made available to the customer, the use of the Intelligent Data product will be centralized on the Management portal. Creation/ editing/ deletion of Projects, Volumes, users, Snapshots, Replication; Enabling/ Disabling On-Demand. Equinix can support the customer in these activities, but it is worth noting that these activities may generate charges for additional technical hours not included in this product.

The customer can consume additional capabilities on demand at any time by enabling the "On-Demand" feature and paying for TB usage for the runtime, which will be measured daily.

All capacity used in Snapshots and Replication is deducted from the total allowance contracted by the customer.

The customer can increase the capacity (Upgrades) acquired at any time, upon request to the sales representative. The additional capacity requested in the upgrade process will be automatically purchased for the remainder of the service agreement. Customers cannot decrease capacity (Downgrades) through the portal. These updates will be automatically conducted on the infrastructure, freeing or adding additional space immediately.

Block volumes (iSCSI LUN) presented for multiple hosts must be covered by the customer through a cluster services system. The assembly of a LUN by multiple hosts without a cluster services system can lead to data corruption.

Replication

The customer can enable the Replication option for the Block and File protocols, which allow for higher data uptime with redundancy between Equinix IBXs. This declared redundancy will be guaranteed according to the following assumptions:

- The Customer can choose the primary site during the product procurement period, the secondary site will be informed on the Portal.
- File protocol replication includes all shares(NFS/ SMB) of the filesystem dedicated to the customer. File replication does not include reversion, i.e., if a disaster is declared, the volume will be accessible on the secondary site and if addition of new data to the secondary site is required, a new Intelligent Data agreement will be required and for this site and a new replica must be created to update the primary site (secondary for the second agreement).
- Block protocol replication includes reversion and restoration via portal.
- For Block LUNs, the replica is applied by LUN.

- Data replication will be asynchronous, that is, the replication mode in which the primary node update is completed when the update is written to the replicator storage. The replication of the customer's first copy should consider the replicated volumetry, the entire Logical Unit Number (LUN) volume, and the time of this first replication will depend on the size of the LUN(s) for each customer. All incremental updates (data writings) are then replicated asynchronously in secondary storage with some replication ranges (RPO):

Snapshot

A point-in-time system restore feature for security when any undue or faulty configuration is performed in the volume. In case of errors during such operations, snapshot can restore settings and files to their original condition.

The customer can create Snapshots for the Block and File protocols.

PROTECTED VOLUME	RPO	INCREMENTAL COPIES
1 to 20 Terabytes	6 Hours	Up to 1 TB
21 to 40 Terabytes	12 hours	Up to 2 TB
41 to 50 Terabytes	24 hours	Up to 3 TB
Over 50 Terabytes	BCI*	BCI*

*BCI = Based on individual cases, subject to available capacity

Snapshot will be guaranteed according to the following assumptions:

- In the File protocol, Snapshot includes all shares(NFS/ SMB) of the filesystem dedicated to the customer.
- In the File protocol, Snapshot is only possible for restoration via operating system.
- For Block LUNs, the snapshots are applied by LUN.
- In the Block protocol, Snapshot includes reversion and restoration via portal.

3. Managed Services Portal - Intelligent Data

The Management portal was developed to allow the customer to manage the Intelligent Data product independently, without the need to interact with the Equinix Brazil support team.

The information that will be displayed in the Self-Service Portal for the Intelligent Data product is as follows:

Information in the main service tab (Dashboard)

Dashboard / Charts

Acquired capacity vs. used capacity + Replicated + Snapshots:

- Total Allocated Capacity – Volume
- Total Allocated Capacity – Project

Percentage (%) of acquired capacity distributed across the performance layers at the time of each Protocol:

- Tiering Overview – File
- Tiering Overview – Block

Read/ Write/ Latency rates for capacity in each Protocol:

- Performance Overview – File
- Performance Overview – Object
- Performance Overview – Block

Acquired capacity vs. used capacity + On-Demand in the last 6 months (with the TB/On-Demand Hour price):

- Allocation History

Acquired capacity vs. capacity used in the last 6 months + trends for the next 6 months calculated by A.I. (Artificial Intelligence):

- Allocation Trend

Enable/ Disable On-Demand

Customer may enable or disable the “On-Demand” feature (only Master users or those authorized by him may enable this feature).

Information in the Projects tab

- Create/ Edit/ Delete Projects

The customer can create projects and allocate volumes within them according to their preference. New volumes can be allocated to existing or new projects upon creation. If no project is created, the volumes are added to the “Default Project”.

Information in the Volumes tab

- Create/ Edit/ Delete Volumes:
- Volume – File – SMB
- Volume – File – NFS

- Volume – Block
- Volume – Object

When creating a volume, the customer can select the preferred protocol type. All options above will be available within the solution.

- Create/ Edit/ Delete Snapshots
- Snapshot – File
- Snapshot – Block

Information in the Actions tab

- Actions (user logs)

History of actions automated by Intelligent Data and actions performed by users.

Information in the Users tab

- Create/ Edit/ Delete Users

The customer can create Storage users in their account and grant them access to the Intelligent Data solution, as well as edit their permissions.

Information in the Usage tab

Billing information (month by month), Capacity used vs. Contracted allowance, Fixed costs (monthly payment) and Total Costs of “On-Demand”.

It is also possible to view a detailed daily “On-Demand” report containing Data/ Use/ Unit/ Currency/Charges. Exportation in XLS is possible.

Information in the Replication tab

- Create/ Pause/ Delete Replication
- Replication – File
- Replication – Block

The customer can request Snapshots and/or replication of their data through the portal. Customers can choose to run Snapshots and/ or replication for each volume created.

4. Customer responsibilities

The customer must: (i) provide and maintain a constantly updated email address and phone number for a primary contact and an operational contact; (ii) previously have interconnection products

(Infrastructure Port or Equinix Cloud Exchange Fabric™) to provide the necessary connectivity to access the Intelligent Data infrastructure; (iii) provide the appropriate and detailed instructions for the execution of the planned activities, as well as the necessary information on the environment and that are relevant to the resolution of the service tickets available in the service catalog; (iv) undertake responsibility for all equipment, software, services and components not provided by Equinix, including selection, usage compatibility, monitoring and troubleshooting; (v) undertake responsibility for managing the management portal's permissions; (vi) meet the minimum technical requirements to support the RTO and RPO guaranteed by the Intelligent Data replication service; (vii) undertake responsibility for any activity conducted through the Intelligent Data management portal, including the creation/ editing/ deletion of Volumes, creation/ editing/ deletion of Projects, creation/ editing/ deletion of Users, creation/ editing/ deletion of Snapshots, creation/ editing/ deletion of Replication, requests for Upgrades and for consumption in excess of the contracted allowance; (viii) the content of the data that is stored in the Intelligent Data service's storage infrastructure; (ix) allow Equinix, without any responsibility or notice, to allow employees, agents or duly authorized state or federal police authority agents to install equipment, make modifications to Intelligent Data products or intercept any information to the extent permitted by law; (x) the customer will have 48 (forty-eight) business hours, counted from the sending of the message by Equinix, to respond about any failure or defect in the service enablement. After such period, if the Customer has not expressed otherwise, the services will be considered fully enabled with retroactive billing from the date the enablement communication was sent.

The Customer may not: (i) conduct any activity that may interfere with or hinder any other Customer's service; (ii) take any action for the purpose of precluding payment to Equinix for the use of the Intelligent Data product.

5. Service Level Agreement (SLA) – 99.95%

The purpose of this Service Level Agreement (“SLA”) is to set measurable performance levels for the Intelligent Data product and specify the discount available to the Customer if Equinix fails to achieve these levels.

For Brazil, the SLA is fulfilled if the Intelligent Data product is available for data access 99.95% of the time during the billing month (“SLA Threshold”). The Customer shall be entitled to the credits defined in the table below as an exclusive discount for any failure to comply with the SLA Limit.

For the purpose of this SLA, and subject to the final paragraph of this section, “Unavailability” is defined as the length of time that unavailability of any Intelligent Data product component results in failure to access Customer data, measured from when Equinix is notified of the incident by the Customer or the actual start of the incident as mutually agreed upon between the parties, until the time that the Service is no longer unavailable as confirmed by Equinix.

COUNTRY	MAXIMUM TIME FOR CRASH RECOVERY (CONTRACT MONTH)	MRC CREDIT FOR EACH ITEM
BRAZIL	21 minutes	Discount equivalent to 1 (one) day of service. Discounts equivalent to 1 (one) hour of service for each outage period of 15 (fifteen) minutes following the maximum agreed time

(fifteen) days prior to any maintenance window, and at least 48 hours prior to imminent situations, and will make reasonable operational efforts to minimize the duration and impact of maintenance windows.

In addition, Equinix will take the necessary measures to diagnose and fix any Intelligent Data product-related emergencies in order to restore the environment, and will make reasonable operational efforts to notify the Customer if an emergency might cause an outage.

Equinix reserves the right to make the necessary adjustments to ensure the stability and quality of services to all Customers, avoiding improper use or misuse of the product.

The maximum credit that Equinix will issue for each billing period is limited to one (1) MRC of the month for the service directly impacted by the unavailability. The Customer must report unavailability and request the credit by contacting the Equinix Service Desk. Equinix may investigate and isolate the cause of unavailability during parsing of the request.

The SLA will not apply (and Equinix will have no responsibility) if Unavailability: (a) is caused by circumstances beyond Equinix's reasonable control; (b) occurs during a scheduled maintenance window. Equinix will ideally notify the Customer at least 15

6. Miscellaneous Provisions

This Policy and the Service Order requested by the Customer represent the complete agreement and understanding of the parties with respect to the subject matter herein and in the agreement, and supersede any other agreement or understanding, written or oral.

Equinix has no control or access to the content of the data in the customer environment.