

Effective: July 1, 2018

MANAGED SERVICES - MANAGED SERVERS SERVICE DESCRIPTION

This Service Description shall form part of the Terms and Conditions of the Order which is governed by our MCA, GTC and or MSA or any equivalent thereof ("the Agreement").

1. Set-up and Deployment

1.1. In providing a "**Managed Server**" Equinix shall:

- (a) make available the server hardware specified in the relevant section of an Order (each such individual piece of hardware being a "**Server**");
- (b) install and deploy each Server within a specified Equinix data centre (IBX) and, to the extent agreed with the Customer, configure it within the Customer's computer infrastructure there (the "**Customer's System**");
- (c) install, set up and configure each Server operating system ("**OS**") with purchased licenses, which are specified in the Order, in accordance with good industry practice, and Equinix's build standard;
- (d) set up reasonable remote access to each Server for the Customer;
- (e) only set up an Out of Band ("OOB") connection to a Server
 - i) on request and if practicable in Equinix's sole opinion, or
 - ii) at Equinix's sole discretion.
- (f) carry out its obligations at 1.1 (b) to (e) (inclusive) in accordance with any server build document that Equinix may agree with the Customer in writing, if any. If none are so agreed, this paragraph 1.1(f) shall not apply.

1.2 Customer acknowledges that any license as mentioned in this SLA might be subject to change by the licensor. In the event of such a change, Equinix may pass on any such change to Customer with immediate effect.

2. Equinix Dependencies

2.1. Equinix shall:

- (a) provide the Hardware Support Service for each Server as required;
- (b) provide the Device Monitoring Service for each Server;
- (c) provide reasonable troubleshooting assistance for each Server and each Server's OS (but not necessarily for the applications installed by Equinix or otherwise pursuant to subparagraph 1. (c) above).

2.2. Further assistance shall be provided subject to engineer availability but Equinix reserves the right to refuse to provide assistance for time substantially in excess of this limit, and/or charge for such further assistance as Smart Hands Support.

3. Further service options

3.1. Equinix shall:

- (a) to the extent agreed in writing between Equinix and the Customer only:
 - i) install and/or manage any other application or functionality to a Server (for example SQL installation and Active Directory installation in accordance with good industry practice);
 - ii) provide the Patching Service to the OS installed on a Server; and
 - iii) deal with any other matter relating specifically to a Server.

4. Customer Dependencies

- 4.1. The Customer must provide sufficient connectivity, and for physical devices, sufficient power to enable the server to function as designed. As a minimum the Customer shall have one copper 1GbE connection for connectivity.
- 4.2. Customer must provide the relevant information to enable Equinix to build the server to their specifications.
- 4.3. Where the Customer does not purchase the required licenses for their operating system and applications directly from Equinix, the Customer must either provide Equinix with the applicable licenses which Equinix will install on behalf of the Customer or the Customer must install the licenses themselves.
- 4.4. Where servers are attached to an external storage service which is not provided by Equinix and the Customer wishes Equinix to configure the servers to talk the storage service, the Customer must provide the relevant configuration information to facilitate access.

5. Service Level Objective

- 5.1. For the purposes of this Service Level Objective the following words and phrases shall have the following meanings:

“Application” means an application or website used by Customer which is installed by or on behalf of Customer upon the Customer System.

“Affected Components” means the Service(s) that have been affected by the failure to meet a Service Level Objective and includes the initial Service that failed plus any additional Service(s) which suffer a Service Outage as a result of the initial Service’s failure.

“Highly Available Configuration” means two or more devices which have been configured with more than one node and are resilient

“No-Liability Outage” means an outage which is not considered a Service Outage and will not attract SLA Credits if it is caused by any one or more of the issues listed below:

- (a) An Application, or any part of an application layer hosted upon the Customer System, and / or any problem or issue with the Application or such application layer.



- (b) If the relevant Managed Services provided to Customer under an Order do not have appropriate capability or sufficient capacity to manage the volume or type of traffic flowing through the Service.
- (c) Any request, act or omission of Customer.
- (d) Any act or omission of any Third Parties other than direct Equinix suppliers (for example but without limitation, a hack, virus attack or presence of other malware, or a DDoS attack; or if a Customer supplier interferes with the Service etc).
- (e) A Suspension.
- (f) Downtime to the Service due to Maintenance being carried out. For the avoidance of doubt this applies to both Scheduled and Emergency Maintenance.
- (g) Any change requiring downtime to the Services that is agreed to by Customer.

“Non-Highly Available Configuration” means a single node device which is not configured as a resilient, highly available pair of devices.

“Service Availability” means the amount of time during a month, expressed as a percentage of the total time during the month, during which there is no Service Outage.

“Service Outage” means an outage for the duration that it causes the Server to fail or be materially adversely affected which renders the Service as unusable and in any event which is not responding to the Device Monitoring Service.

5.2. The following Service Availability percentages in a month shall give rise to the Service Credits specified in the following table, and Equinix shall account to Customer for such Service Credits only in relation to the Affected Components. For the avoidance of doubt Service Credits are payable only in relation to the Order containing the Services affected by the service level failure. Service Credits shall be the Customer’s sole and exclusive remedy for a service level failure.

5.3. Equinix shall monitor the Server in accordance with the Device Monitoring Service.

Service Availability percentage for Highly Available Configuration	Service Credit
Less than 99.95%, but greater than or equal to 99.90%	Credit equivalent to 15% of one month’s fee payable for the Server in the Order
Less than 99.90%, but greater than or equal to 99.85%	Credit equivalent to 20% of one month’s fee payable for the Server in the Order
Less than 99.85%, but greater than or equal to 99.80%	Credit equivalent to 30% of one month’s fee payable for the Server in the Order
Less than 99.80%	Credit equivalent to 100% of one month’s fee for the Server payable in the Order

Service Availability – Non Highly Available Configuration	Service Credit
Availability of systems configured in a non-highly available configuration will be provided on a "best-effort" basis. Equinix will use all reasonable effort to provide and maintain 99% availability, however there is no guarantee of such service, which may depend on 3 rd party hardware replacement.	N/A

- 5.4. To receive any Service Credit, the customer must contact Equinix within 7 days after the end of the month in which the Service Level Objective is not met.
- 5.5. Equinix shall only be liable for service credits for the Affected Components.
- 5.6. 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 the Service Outage was experienced) for each Affected Component directly impacted by the Service Outage.