

**Effective: July 1, 2018**

## **Managed Services - Monitoring and Maintenance Policy**

### **1. Device Monitoring Service**

1.1 For the purposes of the Device Monitoring Service, the following terms shall have the following meanings:

“**Ping**” means sending an Internet Control Message Protocol (ICMP) echo request packet to a target Device and recording whether or not an ICMP response is received, and “Pinging” shall have the corresponding meaning.

“**Device**” means any hardware, operating system, application, network device or port capable of being monitored by Equinix, and which is specified in the relevant part of an Order.

1.2 Subject to any additional or alternative terms agreed in an Order, in providing the “Device Monitoring Service” Equinix shall monitor the Devices for 24 hours of every day during which Services are provided under an applicable Order.

#### 1.3 Ping monitoring

Such monitoring will include the following as appropriate:

- (a) pinging the Devices at 5 minute intervals;
- (b) if expressly agreed by both parties, alerting the Customer by email where no response to a Ping is received by Equinix.

#### 1.4 Threshold monitoring and trend monitoring

- (a) Equinix will monitor Device operation, monitoring various Device resources (such as the CPU, memory and drive space or other applicable and agreed fundamental performance criteria of the specific Device) and recording the results of such monitoring, all to the extent applicable and practicable for the relevant Device.
- (b) Expressly agreed by both parties, Equinix will endeavour to alert the Customer where Device resources fall above or below agreed levels.

#### 1.5 Hardware monitoring

- (a) Where applicable and if expressly agreed by both parties in an Order, Equinix shall monitor components of physical devices for failure (such as cooling fans, power supplies etc).
- (b) Equinix will endeavour to notify the Customer if any events are picked up in monitoring.
- (c) The provision of the Device Monitoring Service is dependent on Equinix being able to access the Devices via an internet connection or other suitable connectivity solution (and Equinix shall not be obliged to provide any relevant part of the Device Monitoring Service to the extent that such connection is not in place). Except to the extent that Equinix is required to provide the same in accordance with the provisions of an Order for Equinix

Connect, the Customer is responsible for putting in place and maintaining such internet connection or other connectivity solution (other than Equinix's own network).

- (d) Where Equinix does not have direct access control into the Customer System, Equinix shall provide details to the Customer as to how to provide Equinix access. Equinix shall not be liable to undertake the Device Monitoring Service where the Customer provides insufficient access to allow Equinix to connect to the Customer's System.

## 2. Maintenance

2.1 In order to ensure compliance with its obligations to provide contracted Services Equinix may carry out preventative maintenance (whether to physical devices, Managed Services, Equinix Connect, the Data Centre Infrastructure or anything else) from time to time, if applicable. Where maintenance is to be undertaken on a private infrastructure, Equinix will try and accommodate Customer defined maintenance windows but shall not be obliged to do so. Such preventative maintenance shall be categorised as follows:

**"Scheduled Maintenance"** is preventative maintenance which is not Emergency Maintenance. It means maintenance of a problem of which: (1) Equinix is aware; and (2) Equinix can act upon prior to the problem causing or being a Service Level Failure if applicable.

Equinix shall perform this maintenance when it deems it to be necessary, within the following time frames:

(a) Disruption to a relevant Managed Service expected:

- Monday to Friday, 9pm – 6am local time
- Saturday to Sunday, 8am – 6pm local time

**"Emergency Maintenance"** any maintenance which, in Equinix' reasonable opinion, is necessary to arrange or procure or otherwise act upon in an emergency for any reason.

- 2.2 Where Equinix deems Scheduled Maintenance to be a potential risk to the availability or functionality of the Customer's Managed Service (i.e. pursuant to paragraph (a)), Equinix will send an email notification to the Customer at least 1 week in advance of such maintenance.
- 2.3 Equinix shall endeavour to give as much prior notice of Emergency Maintenance as reasonably practicable, if it is practicable to do so at all.
- 2.4 Email notifications referred to above at 2.2 shall be made to the Customer Representative or any appropriate individual(s) notified to Equinix pursuant to the Authorised Contact List. If the contact details provided by the Customer in relation to such individuals are missing or incorrect, Equinix shall not be obliged to make any notification pursuant to those paragraphs.
- 2.5 Equinix shall use all reasonable endeavours to carry out any maintenance described above without causing a Service Level Failure. In the event that there is a Service Level Failure as a result of Scheduled Maintenance or Emergency Maintenance no Service Credits shall be payable.

### **3. Patching**

3.1 In providing the “**Patching Service**” Equinix shall:

- (a) subscribe to such patching updates as Equinix in its sole discretion deems appropriate to agreed parts of the relevant hardware and/or software IT infrastructure (the “Customer’s System”);
- (b) notify the Customer when Equinix is aware that a relevant patch to the agreed part of the Customer’s System has been released;
- (c) on Customer request, update relevant parts of the Customer’s System at an agreed time (or if agreed in an Order automatically carry out those updates if the update is, in Equinix’ sole opinion, an enhancement to either the security or performance of the Customer’s System);
- (d) on Customer request, pass on information and/or technical support that have been made available by the creator of a relevant patch, and (also on request) liaise with Customer regarding prudent steps to take before an available patch is installed. (For example it may be advisable to enable a testing environment or a system roll-back facility etc, to mitigate against a patch having an undesirable effect); and
- (e) on Customer request, email the Customer with standard reports regarding the Patching Service, to detail: (a) patches identified as available but which are not yet installed or rejected; (b) patches installed; and (c) patches rejected.

3.2 The patches provided as part of the Patching Service are provided from third parties, and therefore the Patching Service may have an adverse effect on the Customer’s System; installing patches may necessitate downtime to the Customer’s System, and/or the patches installed may not be fit for purpose. Equinix shall use reasonable endeavours not to install faulty patches, but in all other respects any specific requirements regarding when patches can be installed or the extent of Equinix’s obligations in the event of a patching causing downtime to the Customer’s System must be specified in a Runbook. Equinix shall have no liability to the Customer where the Patching Service has an adverse effect on the Customer’s System.

### **4. Hardware**

4.1 Where Equinix provides or makes available items of hardware specified in an Order, the provision and use of such hardware shall be subject to any terms and conditions provided to Equinix by the third party supplier or manufacturer of such hardware (the “Vendor”). However, in the event of any conflict between the provisions of the MCA, GTC, MSA or any equivalent thereof (“Agreement”) and this Service Description and such terms and conditions, the provisions of the Agreement shall prevail.

4.2 Save where such liability cannot be excluded under applicable law, Equinix shall have no liability for any failure or delay or partial performance of the relevant Managed Service to the extent such liability arises from any failure or limitations of any hardware that is specified in an Order and which is obtained from a Vendor, and any related software, patches or other items provided by a Vendor. However, this paragraph does not limit any obligation which Equinix has under an Order to monitor, maintain, repair or otherwise manage such hardware.

4.3 In relation to any hardware made available by Equinix under an Order, Equinix reserves the right to upgrade or replace such hardware with a different model with substantially the same or better functionality on any reasonable grounds. The content of the Order shall hereby be deemed to be varied in the event of such upgrades or replacements, in the absence of a formal contract variation or other similar document.

- 4.4 In relation any managed hardware made available, Equinix will have hardware component support available on a next Business Day. Where hardware components break, Equinix shall source the required components by the next Business Day.
- 4.5 Where components are required to be replaced / repaired Equinix will have hardware components available on next Business Day service from its 3rd party vendors unless the component or hardware is deemed end of life by the manufacturer. In such instances Equinix will use reasonable endeavours to source a suitable replacement part. Should one not be available Equinix would look to replace the device which has a similar or better specification

## **5. Runbook**

- 5.1 Customer can request that Equinix undertake certain reactive or proactive procedures when performing the Device Monitoring Service prior to engaging the Customer directly. Such requests will be accepted and performed by Equinix, unless Equinix in its sole discretion decides such requests are unreasonable.
- 5.2 Equinix will consult with Customer and agree a set of procedures, actions and escalations with the Customer (a "Runbook"), to apply to specific parts of the Customer's Managed Service hardware and/or software infrastructure (the "Customer's System") or to specific events regarding those parts of the Customer's System ("Runbook Events").
- 5.3 Where agreed Equinix will act in accordance with the latest version of the agreed Runbook (whether proactively, or in response to Customer-notified Runbook Events, or as a result of a monitoring alerts from Equinix's Device Monitoring Service).
- 5.4 The provision of a Runbook is dependent on the Customer providing Equinix with up to date and accurate information regarding relevant Runbook Events and the relevant Customer's System. Equinix shall not be obliged to provide any relevant part of the Infrastructure Support service to the extent that the Customer does not provide any necessary information to Equinix.