

CONTRACTS MANAGED BACKUP

May 13, 2019

This Policy complements and provides additional terms and conditions for the Customer's use of Managed Backup, as described in the relevant Equinix Business Proposal. Any terms not defined in this document are defined in the Equinix Commercial Proposal, MCA, or other similar document.

1. Service description

The Managed Backup service is a Backup as a Service (BaaS) solution developed to support the customer's business continuity by copying production data and storing them in an infrastructure within Equinix Brazil's IBXs, for the purpose of recovering data deleted by the client, corrupted, altered or infected data.

The Managed Backup service will be billed as follows:

- Non-recurring (NRC), regarding service enablement.
- Monthly Recurring (MRC), regarding capacity, retention and additional contracted feature collection (when contracted).
- Non-recurring (NRC), regarding charges if the customer exceeds their contracted capacity for the current monthly period.

The benefits of the Managed Backup service for customers include:

- Flexible, transparent and efficient backup management.
- Data loss prevention and Multicloud environment integrity guarantee (Bare-metal, virtualization and cloud).
- Operational risk reduction, leaving Equinix Brazil responsible for backup infrastructure management.
- Retention policy defined according to best practices and key safety standard requirements.

Enablement

Equinix Brazil is responsible for the installation of the service, according to the characteristics of the service, at a non-recurring cost (NRC). Service installation includes:

- Enablement of physical connectivity between the customer environment and the Managed Backup service environment (if the client purchases the Infrastructure Service Port service).
- Logical configuration of connectivity between the client environment and the service environment.
- Installation of backup agents in the equipment selected by

the customer during the Technical Interview.

- Make available the backup volume hired through the customer portal.
- Clearance to backup module access in the Equinix Brazil Managed Services portal.

A first full copy of all equipment selected during the service's technical interview (after service installation).

Basic Support

Equinix Brazil offers 24/7 support year-round for the Managed Backup service. The Basic Support services available in the service offered by Equinix Brazil are detailed below, which may be requested at no additional cost:

- Service failure investigation and resolution.
- Service information.
- Production environment restoration.
- New agent installation.

Additional Support

Equinix Brazil offers Additional Support not included in the Managed Backup basic support service. All services are described in the document entitled Equinix Brazil Service Catalog. These can be requested via the managed services portal and will be charged separately as Premier Support Hour services, as a non-recurring charge (NRC).

2. Features

Capacity

The Managed Backup service is offered for the total backup capacity required for the entire customer environment. After each full backup, incremental backups will be created until the seventh day.

If the customer exceeds the total backup capacity purchased, there will be a non-recurring charge (NRC) for the amount of Gigabytes

(GB) exceeded. 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 about excess total backup capacity will be made available on the invoice or through the backup management portal.

Retention Policy

The retention policies for the Managed Backup service consist of the period in which the data will be retained in the service's storage infrastructure. The data may be overwritten by Equinix Brazil after the end of the retention period.

The service provides the following retention policy options:

RETENTION PERIOD	POLICY
30 (thirty) days	Policy for the current month. The customer can request to restore data from any day within the last 30 (thirty) calendar days.
1 (one) year	Policy of 30 (thirty) days of the current month and 12 (twelve) full copies, one for each month of the year. The customer can request to restore data from any day within the last 30 (thirty) calendar days and any monthly restore for the last 12 (twelve) months.
3 (three) years	Policy of 30 (thirty) days of the current month, plus the last 12 (twelve) full copies, one from each month of the last year, and 2 (two) full annual copies. The customer can request to restore data from any day within the last 30 (thirty) calendar days and any monthly restore for the last 12 (twelve) months and the annual restore of the last 2 (two) years.
5 (five) years	Policy of 30 (thirty) days of the current month, plus the last 12 (twelve) full copies, one from each month of the last year, and 4 (four) full annual copies. In this policy, the customer can request to restore data from any day within the last 30 (thirty) calendar days and any monthly restore for the last 12 (twelve) months and the annual restore of the last 4 (four) years.

Restore

The restore operations in a backup window and then under a customer request solitude or through the backup management portal.

The customer has up to 30 (thirty) restores within a current month. The product's Recovery Time Objective (RTO) is available in the service level agreement section.

Backup agents

The Managed Backup service has the following approved agents:

- **File System:** The backup/restore file system is supported by major operating systems in a Multicloud environment (Bare-metal, virtual and cloud) and it is possible to manage backup content at the folder and file level. The following operating systems are supported:

OPERATING SYSTEM	DISTRIBUTION	RELEASE
Linux/Unix	Debian Server	5 or higher
	Ubuntu Server	8.04 or higher
	Red Hat	5.x or higher
	CentOS	5.x or higher
	Oracle Linux	5.x or higher
Windows Server	-	2003 or later

- **Image-Level:** Image-level or mount point backup enables volume-level or folder- and file-level restoration in the Windows operating system. The following technologies are supported:

VENDOR	VERSION	RELEASE
VMware	-	4.1 or higher
Microsoft	Hyper-V	2008 R2 SP1 or later

- **Database:** The Data Recovery Database agent at a granular database level, according to the technological features of the third-party solution vendor. The following databases are supported:

VENDOR	VERSION	RELEASE
Microsoft	SQL Server *	2005 or later
Oracle	Database Edition**	11g/10.2.x (R2 or higher), 12c (R1 and R2) and 18c (18.3)

* Support for Standalone and/or cluster projects.

** Support for RAC-enabled projects.

- **Applications:** The agent for applications provides backup/flexible restore that can facilitate disaster recovery procedure in its applications. The following applications are supported:

VENDOR	APPLICATION	RELEASE
Microsoft	Exchange	2007 or later

Backup Copy Off-site Protection

The Copy Off-Site Protection feature allows full-disk storage of the customer's security data with a secondary copy between different Equinix Brazil IBXs, in order to decrease the risk of backup data unavailability and also to meet compliance requirements and demands.

The Copy Off-Site Protection feature provides flexibility for the source infrastructure's volume retention policy. The feature allows for up to 6 (six) route options between the primary and secondary site:

- RJ1 x SP1.
- RJ1 x RJ2.
- RJ2 x SP3.
- RJ2 x SP2.
- SP1 x SP3.
- SP2 x SP3.

The customer must notify activation of the Copy Off-Site Protection Feature upon purchasing the Managed Backup service.

Managed Services Portal > Managed Backup

The Management portal was developed to allow the customer to perform backup management 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 Managed Backup product is as follows:

Information in the main service tab

- Monthly backup success rate:
 - Job success rate.
 - Job failure rate.
- Previous execution success rate:
 - Job success rate.
 - Job failure rate.
- Volume exceeded (if the customer exceeds purchased capacity allowance).
 - View by Gigabytes or in local currency.
 - Possibility to download report.
- Equipment volume.
 - View by Gigabyte (GB) or Terabyte (TB).
- Volume history and growth forecast
 - View by Gigabyte (GB) or Terabyte (TB).
- My backup products:
 - Location of the hired service.
 - Volume used vs. volume purchased.
 - Monthly success rate %.

- Previous execution per month %.
- Number of agents used.

Information in the agents tab

- Server name.
- Backup location (copy storage location).
- Agent type.
- Last backup execution in Gigabytes.
- Current agent status.

Features

All features listed below are only available on agents:

- File System (Linux/Unix and Windows)
- Image-Level (Hypervisor Microsoft Hyper-V)
- Database (Microsoft SQL Server Standalone)

If the customer wants to install, delete or change the contents of the backup on agents not listed above, they must submit a support request through the Equinix Brazil managed services portal.

The following features are available through the management portal:

- Install a new backup agent: The management portal allows the customer to install the backup agent on the environment. The process requires access credentials in order for the automatic installation to be performed successfully.
- Delete an installed backup agent: The management portal allows the customer to uninstall the previously installed backup agent. After deleting the backup agent from the customer's equipment, the management portal will continue to display the agent with the status "uninstalled" for a period of 10 days.
- Backup content management: The management portal allows the customer to manage (add/remove/change) or view the backup content. If the customer adds/removes the backup content, the change will be reflected in the backup execution itself.

Restrictions

The following items are not included in the Managed Backup service:

- Equinix Brazil is not responsible for any type of maintenance or performance guarantee for technologies that are not supported by the Managed Backup service.
- Backup activities will be daily. The schedule of this activity can not be determined by the customer, however, the time used will always be within the window from 22:00 p.m. to 8:00 a.m. The Product Recovery Point Objective (RPO) is available in the Service Level Agreement section.
- Equinix Brazil has no material capability to access the

customer's data or content.

- Equinix Brazil is not responsible for any backup content exclusion previously approved by the customer in the management portal. Equinix Brazil has no capability to restore previously deleted data from the management portal or via customer service request.
- If the customer uses the Oracle online agent available through the Managed Backup service, the following restrictions should be considered:
 - Equinix Brazil may exclude any volume stored by Jobs not initiated by the backup management tool used by the Managed Backup service.
 - In the event of a data restoration where the destination is not overwritten in the original database, the customer shall prepare the environment to receive the restoration.

For the purpose of this SLA, and subject to the final paragraph of this section, "Backup Execution Rate" is defined as the length of time that failure of any Managed Backup service component results in backup execution rate failure, 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 Brazil.

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

The SLA shall not apply (and Equinix will have no responsibility) if the backup execution rate failure: (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 (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.

During scheduled routine maintenance, the customer's equipment and/or Equinix Brazil's equipment may be prevented from transmitting and/or receiving data for the time it takes to resolve the situation and the customer may be prevented from accessing them, without such event generating any liability to Equinix Brazil.

In addition, Equinix shall take the necessary measures to diagnose and fix any Managed Backup service-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 Brazil may choose not to carry out certain activities or tasks or fulfill requests if it does not consider these activities under the scope of services rendered or suspects that they may compromise the integrity, reliability and confidentiality of the service infrastructure.

4. Service Level Agreement (SLA)

The purpose of this Service Level Agreement ("SLA") is to set measurable performance levels for the Managed Backup service and specify the discount available to the Customer if Equinix Brazil fails to achieve those levels.

SERVICE	MAXIMUM TIME FOR CRASH RECOVERY (CONTRACT MONTH)	MRC CREDIT FOR EACH ITEM
Backup Execution rate	21 hours and 54 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).

The SLA is fulfilled if the backup execution rate is 97% successful in the backup environment within the billing month (the "SLA Threshold"). The Customer shall be entitled to the credits defined in the table below as the sole and exclusive discount for any failure to comply with the SLA Limit.

COPY TYPE	RECOVERY POINT OBJECTIVE (RPO)*	RECOVERY TIME OBJECTIVE (RTO)**
Local Copy (agent inside the portal)	24 hours	10 hours
Local Copy (agents outside the portal)	24 hours	14 hours
Copy Off-site Protection	24 hours	14 hours

The Recovery Point is the maximum acceptable period in which data can be lost in an IT service disaster scenario.

*** The Recovery Time is the maximum acceptable time to get an IT service restored after a disaster, without unacceptable consequences for the business.*

5. Customer responsibilities

The customer is responsible for the following:

- Providing an email address and phone number for a primary contact and an operational contact, ensuring such information is constantly up to date;
- providing appropriate and detailed instructions to carry out activities, as well as any required information about the environment that may be relevant when servicing tickets for services available in the service catalogue;
- undertaking responsibility for all of the Customer's equipment, software, services and components not provided by Equinix, including selection, use compatibility, monitoring and

troubleshooting;

(iv) undertaking responsibility for managing permissions in the management portal;

(v) undertaking responsibility for managing the content protected by the Managed Backup service;

(vi) Attend the minimum technical requirements to support the RTO and RPO guaranteed by the Managed Backup service;

(vii) undertaking responsibility for any activity performed through the backup management portal, including agent activation, backup agent removal, change in backup content and consumption in excess of the purchased allowance;

(viii) undertaking responsibility for data content stored in the Managed Backup service storage infrastructure;

(ix) Will be responsible to support End of Support Softwares provided by the third party supplier.