

**Effective: October 24, 2016**

## **MANAGED SERVICES - MANAGED NETWORK DEVICE SERVICE DESCRIPTION**

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

Equinix shall provide a managed network device such as a router or switch (each one a “**Network Device**”) to the following specifications:

### **1. Set up**

1.1. In setting up the Network Device Equinix shall:

- (a) make available the Network Device(s) specified in an Order;
- (b) install or implement the Network Device(s) into the Customer’s computer infrastructure (the “Customer’s System”) hosted at an Equinix data centre, either as agreed in writing or in accordance with good industry practice and Equinix ’s standard procedure which may be varied from time to time;
- (c) configure the Network Device(s) in accordance with the Customer’s reasonable written instructions, rules or criteria or in the absence of such instructions in accordance with good industry practice;

### **2. Service Operation**

2.1 the Network Device(s) shall automatically distribute incoming traffic to the selected part of the Services or elsewhere in the Customer’s computer infrastructure, among the selected Customer devices at either the “layer 2” or “layer 3” level at Equinix’s discretion if not agreed (all in accordance with the configuration referred to at 1.1(c) above);

### **3. Equinix Obligations**

3.1. Equinix will provide the following support services:

- (a) Equinix shall monitor the Network Device(s) in accordance with the Device Monitoring Service; and
- (b) fix broken or malfunctioning Network Devices (or their applicable software) within a reasonable time (generally, assuming Equinix has successfully notified the relevant supplier on a Business Day during Business Hours, the fix will take place during the next Business Day).

### **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 Network Device to their specifications.

4.3. In the event that the Customer does not receive an internet connectivity service from Equinix directly, the Customer must allow Equinix to connect to relevant hardware via such third party internet connectivity service on request if Equinix wishes to do so, in order to carry out its obligations.

## 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 Network Device 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. Equinix shall monitor each Network Device in accordance with the Device Monitoring Service.

5.3. 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.

5.4. 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.

<b>Service Availability percentage for Highly Available Configuration</b>	<b>Service Credit</b>
Less than 99.95%, but greater than or equal to 99.90%	Credit equivalent to 15% of one month's fee payable for the Network Device 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 Network Device 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 Network Device in the Order
Less than 99.80%	Credit equivalent to 100% of one month's fee payable for the Network Device in the Order

<b>Service Availability percentage for Non-Highly Available Configuration</b>	<b>Service Credit</b>
Less than 99.5%, but greater than or equal to 99.00%	Credit equivalent to 15% of one month's fee payable for the Network Device in the Order
Less than 99.00%, but greater than or equal to 98.50%	Credit equivalent to 20% of one month's fee payable for the Network Device in the Order
Less than 98.50%, but greater than or equal to 98%	Credit equivalent to 30% of one month's fee payable for Network Device in the Order
Less than 98%	Credit equivalent to 100% of one month's fee payable for the Network Device in the Order

5.5. 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.

5.6. Equinix shall only be liable for service credits for the Affected Components.

- 5.7. 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.