

# CONTRACTS

## PREMIER SUPPORT POLICY

February 28, 2019

This Policy complements and provides additional terms and conditions for the Customer's use of "Equinix Premier Support", 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. Product Description

The Equinix Premier Support service provides technical IT support in logical environments hosted in one of our Brazilian IBXs for Incident Resolution and Service Requests. The service supports all activities listed in the Service Catalog and may be requested by opening a ticket to the Global Service Desk via phone or through the Managed Services Portal.

Equinix Premier Support services are carried out by Equinix Brazil in accordance with IT Service Management (ITSM) best practices and routines defined along with the customer in the event of issues or changes in a certain environment. This service is available 24/7/365.

Equinix Premier Support covers all activities listed in the Service Catalog for equipment owned by Equinix or the customer in the following scenarios, in accordance with Equinix's Technology Array:

- Incident Resolution: In cases of incident resolution which root cause is associated to the customer, Equinix Brazil can charge the customers. The root cause will be identified and indicated in the respective ticket.
- Service Requests: requests classified as Additional Support services of contracted Managed Services or support services for technologies certified and covered in the Technology Array.

Equinix Premier Support hours are not charged in case of incident resolutions in contracted Managed Services under Equinix's responsibility or in activities classified as Basic Support for contracted services.

The service's benefits for customers include:

- Flexible, transparent and efficient technical support.
- Availability to carry out activities for which the customer lack expertise or time to perform.
- Lower operational risk, assured through a technical staff certified in a wide array of technologies and more than 10 years of experience in Managed Services.

Equinix Premier Support services are charged based on the acquired plan:

- Non-recurring (NRC), covering a certain amount of hours and surplus hours not used in the previously contracted service hour plan;
- Non-recurring (NRC), based on annual plans;
- Monthly recurring (MRC), based on monthly plans.

#### Service Enablement (Monthly and Annual plans)

Equinix Brazil will set up the acquired hours after the service order is generated on service hired. Customers can keep track of contracted plan hours through the Managed Services Portal.

#### Restrictions

- Equinix Brazil may choose not to carry out certain activities, tasks or requests if it does not consider these activities to fall under the scope of services rendered or suspects that they may compromise the security of the customer's environment.
- Equinix reserves the right to only provide technical support for technologies that are certified and covered in its Technology Array.
- Services are only provided in environments hosted at Equinix Brazil's IBXs.
- Only users with "Approval of support hours" permission may approve quotes or select the "no quote" option in Service Requests.
- Equinix Brazil may not be held liable for any kind of performance assurance and maintenance for technologies not covered by the Brazilian Technology Matrix.
- Equinix Brazil has no material capability to access the customer's data or content.

### 2. Features

#### Modes

Equinix Premier Support offers two contracting alternatives: hour units (Equinix Premier Support Hour) and hour plans (Equinix Premier Support Plan). Purchasing hour packages facilitates expense planning and also provides discounts varying from 15% to

40% of listed prices.

### Calculation and billing of hours

Equinix Brazil controls the number of hours used in services available at Equinix Premier Support based on 15-minute increments. Only the time spent exclusively to solve the ticket opened by the customer is calculated and billed. That is, breaks or activities not directly or exclusively related to the request by the customer will not be considered.

Customers may request estimate hour before proceeding with a Service Request for Additional Technical Support. Customers may choose to bypass the estimate process and proceed with service requests, in which case Equinix Brazil may begin services without prior approval. This option is only available to Managed Services Portal users with approval permission.

The hour calculation and billing rules are detailed below:

- Even in the event of overestimated time quotes for a certain activity, customers will only be charged the actual time required to service the request.
- Customers will never be charged more than the amount approved in the ticket, except upon prior negotiation and approval.
- Monthly or annual plan hours expire after the contracted period and cannot be used in subsequent periods;
- Any additional use beyond the contracted support and plan (Equinix Premier Support Plan, Managed Hosting, Technical Support Desk and Operational System Management) will be charged as additional hours under the Equinix Premier Support Hour system.

If the customer requests any kind of support not covered in the scope limited by the aforementioned restrictions, Equinix Brazil will register on the decision of non realization and notify the client through the ticket opened in the Managed Services Portal.

Customers may switch plans through a commercial agreement and Service Order. The terms conditions of switching plans vary according to the commercial contracting conditions set out in the Business Proposal.

### 3. Customer responsibilities

The customer is responsible for the following:

- (i) Providing an email address and phone number for a primary contact and an operational contact, ensuring such information is constantly up to date;
- (ii) 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;
- (iii) Opening tickets correctly and with the proper classification of impact;
- (iv) Approving or rejecting quotes, if requested;
- (v) Setting proper permissions (approval of support hours and Ticket creation) for users with access to the Managed Services Portal;
- (vi) Undertaking responsibility for all of the Customer's equipment, software, services and components not provided by Equinix, including selection, use compatibility, monitoring and troubleshooting;