December 15, 2020

This Service Specification ("Policy") for Software Licensing supplements and establishes additional terms and conditions that govern the use of Software Licensing by the Customer, as described in the pertinent Equinix Order. Any terms not defined herein will have their meanings assigned in the applicable Equinix Order or MCA "Master Country Agreement", or other similar agreement between the Parties.

1. Product Description

Software Licensing consists of providing the Customer, as authorized by the respective intellectual property rights holders, with software licenses for its exclusive use, by installing them in equipment hosted in Equinix Data Centers.

Software Licensing includes specific versions of products from several manufacturers. Initial installation of the software is included. If necessary, management of the software concerned must be purchased separately as a Managed Hosting service.

The Software Licensing offer is billed through a monthly recurring charge (MRC) on the use of software by the Customer.

Product Enablement

Equinix is responsible for the initial basic installation, not including any customization or configuration. Equinix reserves the right to install an application monitoring agent on Customer equipment to verify the different types of licenses offered by Equinix and installed in the Customer's environment, to comply with vendor requirements, and periodically validate the Software Licensing license. Agent installation will be mandatory, so that the Software Licensing can be properly offered. The monitoring agent to be installed on Customer equipment collects only the licensing information related to the Software offered by Equinix. Such monitoring software does not have any access to the information, nor controls the content of the Customer's environment, regardless of whether this environment is managed by Equinix. The Software Licensing information will be collected and archived by the monitoring software in an encrypted repository protected from vulnerabilities, where all data will be considered Confidential Information.

The Software Licensing must be tied to the Hardware where it is installed, which will be contracted with Equinix or provided by the Customer, and must be allocated to Equinix Data Centers.

The Customer will grant windows for scans to be carried out by the monitoring agent on unmanaged virtual machines or on virtual machines managed by Equinix. If the Customer's environment is irregular in relation to the contracted licenses or the Customer refuses to grant the scan windows, EQUINIX will be exempt from any penalty incurred in connection with the SLA, and any fines imposed by the software license vendor will be passed on to the Customer. Such scan will not have access to any logical content available in the virtual machines; it shall be used only for software license auditing purposes.

Data provided by the Software Licensing asset repository is for informational purposes only and will be used to determine compliance with the Software license use.

When contracting a Software Licensing with Equinix, the Customer shall specify the type and version of the software, as well as the vendor that will be linked to the Software Licensing, which may only be modified by means of an Equinix Order that may be signed by the parties.

The Customer will be notified of the Software Licensing availability and receive instructions for use via the email address registered in the Portal. From that point forward, the Customer shall be exclusively responsible for the configuration of rules, operation, technical support, and administration of any other development programs (software) or applications that may be installed.

Basic Support

Equinix offers 24/7 support for Software Licensing. The following activities may be ordered by opening a ticket with the Equinix Service Desk, by phone or via the portal, at no additional charge, in order to:
- Investigate and resolve Software Licensing failures, **only with regard to Equinix's structure that enables the customer to connect to the vendor's Software.**
- Product information.

** Support does not include fixing failures or bugs on the software chosen by the Customer, which is made available by third parties.

Additional Support

Equinix offers Additional Technical Support, not included in the Software Licensing product. All services are described in the document titled Equinix Service Catalog. These can be requested via the Managed Services Portal and will be charged separately as Technical Hours, as a Non-Recurring Charge (NRC).

2. Customer Responsibilities

The Customer shall: (i) provide and update an email address and phone number for a primary contact and an operational contact; (ii) the equipment designated by the Customer, Hardware contracted with Equinix or provided by the Customer, for Software Licensing installation shall support the use of Software Licensing, and Equinix is not responsible for supplementing the designated equipment's features for it to do so; (iii) provide all materials, equipment, or facilities necessary for use of the Software Licensing product and be responsible for all Customer equipment, software, services, and components not provided by Equinix, including selection, compatibility of use, monitoring, and troubleshooting. (iv) provide all necessary information during product enablement; (v) allow Equinix, when determined by a court order or by a competent authority, without any liability or advance notice to the Customer, to allow duly authorized employees, agents, or federal or state police authorities to install equipment, make changes to Software Licensing products, or intercept any information to the extent permitted by law; (vi) the Customer shall have forty-eight (48) working hours from the notification by Equinix to express itself on any failure or defect in the Software Licensing enablement. After such period, if the Customer has not expressed otherwise, the Software Licensing will be considered fully enabled, with retroactive billing from the date the enablement communication was sent.

The Customer may not: (i) conduct any activity that may interfere with or hinder any other Customer's service; (ii) take any action for the purpose of abstaining from paying Equinix for the use of the Software Licensing product.

3. Service Level Agreement (SLA) – 99.45%

The purpose of this Service Level Agreement ("SLA") is to set measurable performance levels for the Software Licensing product and specify the discount available to the Customer if Equinix fails to achieve these levels.

For the purpose of this SLA, "Unavailability" is defined as the duration of the failure of Equinix's structure that enables the customer to connect to the vendor's Software, resulting in temporary unavailability of access to the Customer's data. The SLA shall be measured from the moment Equinix receives notification of the incident from the Customer until the moment the availability of Equinix's structure is resumed, upon confirmation by Equinix.

The SLA shall not apply (and Equinix shall not be liable in any way) if the unavailability: (a) is caused by circumstances beyond Equinix's reasonable control; (b) occurs during a scheduled maintenance window; (c) occurs due to failures or bugs in the vendor Software chosen by the customer.

The maximum credit that Equinix shall grant per billing period is one (1) MRC per month related to the product affected by unavailability for each directly impacted Software Licensing. The Customer must report unavailability and request the credit via the Equinix Service Desk.

Equinix may investigate the cause of unavailability during parsing of the request.

COUNTRY	MAXIMUM TIME FOR FAILURE RECOVERY (CONTRACT MONTH)	MRC CREDIT FOR EACH SOFTWARE LICENSING
BRAZIL	4 hours	Discount equivalent to one (1) day of service to the customer. Discounts equivalent to one (1) hour of service for period of fifteen (15) minutes of interruption following the maximum agreed upon time.

Equinix shall notify the Customer at least fifteen (15) days prior to any scheduled maintenance window, and ideally 48 hours prior to imminent situations, and will make reasonable operational efforts to minimize the duration and impact of maintenance windows.

In addition, Equinix shall take the necessary measures to diagnose and fix any Software Licensing product-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 reserves the right to make the necessary adjustments to ensure the stability and quality of services to all Customers, avoiding improper use or misuse of the product.

4. Software Use Warranty

Equinix is not responsible for the operating features of the Software Licensing and it shall not be held liable for any damage that their malfunction can incur to the Customer or related third parties.

The Customer represents and acknowledges that the Software offered by Equinix are produced by third parties. Such licenses offered by Equinix will be subject to the provisions set out by third parties, as described in the End User License Agreements (EULA), Product Use Right (PUR), or any document stating and establishing the requirements granted by third parties. Any changes in values or version of the software by the vendor may be passed on by Equinix to the Customer.

Equinix only supports software versions supported by the manufacturer. The customer is responsible for respecting the life cycle of the manufacturer's products and performing version upgrades, upon notification. Equinix will be available to perform such upgrade for the customer if they contract Managed Services Premier Support hours. If the customer does not perform the upgrade on the scheduled date, the product SLA shall be suspended. Furthermore, Equinix shall not be held liable for any damages caused by discontinuity of License versions by the vendor or by the Customer's use of obsolete versions.

In the event that the Customer opts for the Software Licensing Model per user/equipment (device), the Customer shall be responsible for sending monthly (or at the frequency requested by the manufacturer) usage logs for the contracted Software Licensing, with all necessary information for Equinix Brazil to proceed with the report to the manufacturer. If an audit is carried out and/or requested by the manufacturer, the Customer shall allow Equinix and/or the software manufacturer to access the environment. No customer data may be accessed in such audit; it is carried out only for the purpose of controlling license usage.

The correction of the amount of Software Licensing, in case of any violation of the licensing rules, is performed through a comparison between the amount of Software Licensing contracted by the Customer and the amount of Software Licensing installed on their equipment. In the event of any noncompliance with the number of contracted licenses, the Customer will be given an Equinix Order with additional amounts referring to the divergent licenses. In this case, the Customer shall be held liable for any fines imposed by the manufacturer due to the inconsistency in the amount of contracted software and software actually used.

5. Software Models

Software Licensing includes several versions of products from different manufacturers. The specific features, such as manufacturer, name of the software to be installed, consumption measurement unit, software model, contracted quantity, and price will be included in the Equinix Order. Equinix keeps a specific list of manufacturers and versions of software available.

6. Commercial Models

Software Licensing offers three commercial models with the purpose of adapting to the Customer's needs, namely:

- **Baseline:** The Customer defines, during the contracting phase, the expected number of licenses for monthly consumption in their environment. In this model, the monthly charge shall be fixed and based on the number of contracted licenses. A contract amendment is required to increase license quantity.
- **Overage(*):** The Customer defines, during the contracting phase, the expected number of licenses for monthly consumption in their environment. This model includes an option for excess consumption without the need for a contract amendment. The extra charge refers only to the number of licenses used differently from the amount set out in the agreement. This form of billing only applies to certain Software vendors, who will be informed at the time of the commercial negotiation between the Customer and the Equinix Account Manager.
- **Pay as you go(*):** This model does not require defining the number of licenses in advance during the contracting phase. Billing will be directly related to the customer's monthly consumption. This form of billing only applies to specific Software vendors, who will be informed at the time of commercial negotiation between the Customer and the Equinix Account Manager.

*Models available only for VMware manufacturer.

7. Miscellaneous Provisions

This Specification and the Equinix Order requested by the Customer represent the complete agreement and understanding of the parties with respect to the purpose hereof and in the agreement, and supersede any other agreement or understanding, written or oral.

It is important to fully understand that Equinix has no obligation, nor the legal or material possibility, to supervise or, in any way, monitor or control the content or data transmitted or stored by the Customer. As such, Equinix shall not be held directly or indirectly liable for the content and/or data transmitted or stored by the Customer, especially, but not limited to, with respect to the origin, integrity, accuracy and/or violations of confidentiality and/or intellectual property agreements, or for any disclosure, including those of an illegal, immoral, or unethical nature, that may be conducted by the Customer. The customer undertakes all responsibility for e-commerce and/or e-business operations, thus understood to be sales and purchase transactions in the virtual environment that imply the transfer of confidential information of the Customer and third parties, such as credit card number, codes and passwords, among others, exempting Equinix from any liability resulting from such transactions. Equinix has no control or access to the content of the data in the Customer's environment. Equinix's technical team will have knowledge of the administration password only in the Software Licensing initial installation and/or installation recovery process. Upon completion of the installation, Equinix shall not, under any circumstances, maintain the installed system's administration password, and the Customer is responsible for changing the password immediately after the installation or recovery is complete.