

# CONTRACTS

## VIRTUAL PRIVATE SERVER POLICY

June 13, 2019

This Policy complements and provides additional terms and conditions for the Customer's use of the "Virtual Private Server," 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 Virtual Private Server service consists of the provision of virtual machines that share capabilities in isolated secure environments providing uptime, scalability and redundancy. The virtual machines have the main capabilities that the physical servers have, but with some limitations, and are totally integrable with most of the products in the Equinix Brasil portfolio and with other physical equipment.

#### Product Enablement

Equinix Brasil is responsible for the initial logical installation of the equipment according to the mode purchased by the customer. The activities foreseen in the service installation are the basic configuration for creating the instance. The availability of the Equinix Hybrid Cloud will be informed through a written notice sent to the customer's email address, where the customer will receive the instructions for using the services.

#### Basic Support

Equinix Brasil offers 24x7x365 support for the Virtual Private Server service. The Basic Technical Support covered in the product offered by Equinix Brasil is detailed below, which may be ordered at no additional charge:

Basic Technical Support, available 24x7x365:

- Investigate and solve console access failure;
- Product information;
- Protected Cloud virtual machine keying.

Basic Technical Support, available 8x5:

- Request data copy via USB.

#### Additional Support

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

### 2. Service Features

The Virtual Private Server Standard service consists of delivering 1 (one) or more virtual machines to the customer, according to the configurations requested by the customer. This product does not have the feature of replication between different Data Centers.

The Virtual Private Server with Inter-IBX Protection service, as well as the capabilities and features provided by the Virtual Private Server described herein (except Virtual HBA), allows the full replication of the Customer's virtual machines between two of Equinix Brazil's IBXs, for the purpose of reducing the outage time in the event of a disaster.

The way the computing resources (hard disks/Storage, RAM and CPU/Processing) are allocated is determined by Equinix Brazil, so that their distribution is performed according to the demand and in compliance with the Service Level Agreement (SLA) provided by the Virtual Private Server service.

The capacities delivered in the computing resources were scaled to a variable workload.

#### Capabilities

Equinix Brazil provides the customer with various virtual processors (vCPU), virtual RAM, and virtual hard disks (vHD) that have differing capacity options.

To upgrade or downgrade any feature of the purchased product, a request must be sent to the Customer Success Manager, who will generate an upgrade or downgrade service order. In addition, a time frame will need to be scheduled with the Equinix Brazil operations team to restart the virtual machine in case of vCPU and vHD changes.

A new disk needs to be created in order to reduce the Hard Disk capacity, and all the content from the original volume will be migrated. The virtual machine does not need to be rebooted in order to add a new disk; therefore, this task can be performed at any time upon request.

The specific features of the purchased items must be listed in the business proposal and shall comply with the limitations described herein.



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### Additional Capabilities

#### Network Interfaces

The virtual machine can have a maximum of 4 (four) virtual network interfaces; it is not possible to have the same VLAN on 2 (two) interfaces. The item is included in the product.

#### Virtual HBA

Redundant virtual connection to interconnect the customer's virtual machine, allocated in Equinix Brazil's Virtual Private Server infrastructure, with the Storage Area Network environment. It includes 2 (two) virtual HBA boards (vHBA). The item must be purchased separately.

*\*Technology not supported by the Debian Linux Operating System.*

### Features

#### Snapshot

A point-in-time system restore feature for security when any advanced configuration or maintenance is performed in the virtual machine, available through the Managed Services Portal. In case of errors during such operations, snapshot can restore settings and files to their original condition.

Having more than one snapshot on the same virtual machine is not recommended, as it may adversely affect performance. Use of this feature is only recommended as a quick-fix security solution, and after the action the snapshot must be deleted or applied.

A snapshot can be created with the virtual machine on or off (the process is faster with the virtual machine switched off).

This service is limited to a maximum of 2 (two) snapshots per server.

#### Cloning

The creation of a new virtual machine from an existing one. The virtual machine must be turned off in order to create a clone. The operating system of the virtual machine that will be cloned must be the same as the one hired for the new one. If the hard disk of the virtual machine that will be cloned is smaller than or the same size as the hard disk of the new one, it will be preserved. Otherwise, an empty hard disk the same size as purchased will be created.

This option is not available for request via the portal. This technical feature is performed by Equinix Brazil's operations team upon enablement of a new virtual machine.

#### Copying Files via USB

This action requires that Equinix Brazil's operation team be informed at least 24 (twenty-four) hours in advance. Access will only be made remotely via RDP/ SSH; all actions via the Brazil customer portal will be inoperative (e.g. shutdown, restart, console, etc.) and the virtual server's high availability feature will be affected. If the Total Management service is purchased for this server, the customer or the operations team is responsible for copying the data.

### Supported Operating Systems

- Windows Server 2008 R1 Enterprise 32 bits or 64 bits;
- Windows Server 2008 R2 Enterprise 64 bits;
- Windows Server 2012 R2 Standard;
- Windows Server 2016 Standard;

- Linux RedHat Enterprise 6 32 bits or 64 bits;
- Linux RedHat Enterprise 7 64 bits;
- Linux CentOS 6 32 bits or 64 bits;
- Linux CentOS 7 64 bits;
- Linux Debian 7 32 bits or 64 bits;
- Linux Ubuntu Server 12.04 LTS;
- Linux Ubuntu Server 14.04 LTS;
- Linux SUSE Enterprise 12 64 bits;
- Oracle Linux 7 64 bits.

There is no compatibility with older versions of the above-mentioned Operating Systems. New versions will be added as soon as approved by Equinix Brazil's teams, and inserted in the Equinix Brazil Management Matrix.

The specific features of the operating systems provided shall be listed in the business proposal.

### Replication policies for cases with Inter-IBX Protection

- A passive virtual machine of the customer's virtual machine is created in a secondary IBX in relation to its origin;
- The replication takes place in the virtualization layer, without the need for any complex change in the Customer's applications;
- In the event of a disaster, the IP addresses remain the same, regardless of the IBX that the customer's server is operating (whether primary or secondary);
- In the Managed Services Portal, one can view the protected virtual machines, check environment status (primary or secondary), pause replication, and alert of a disaster by means of a single button;

### Replication policies for cases with Inter-IBX Protection

- **Disaster declaration by Equinix Brazil:** When Equinix Brazil declares a disaster due to a failure or situation that jeopardizes the uptime of the Virtual Private Server infrastructure, passive virtual machines will be activated at the secondary site by Equinix Brazil, with a recovery time of up to 4 (four) hours. Equinix Brazil reserves the right to declare the disaster for as long as necessary to eliminate its cause. If the customer has purchased the Managed Hosting product, Equinix Brazil will be responsible for checking if the replication of the virtual machines was correctly initiated on the secondary site. After the disaster declaration has ended, the customer's recovered and hired virtual machines in the primary site will be activated within a maximum of 7 (seven) days (software licensing restrictions supported). Equinix Brazil will schedule, within 7 (seven) days, a time frame with the customer in order to return the virtual machines to the primary Datacenter's environment. If the customer is not available for such scheduling, Equinix Brazil reserves the right to return the customer's virtual machines from

the secondary Datacenter to the primary Datacenter.

- **Disaster declaration by the customer:** When the customer declares or simulates a disaster (not related to the Virtual Private Server service infrastructure), the customer may trigger the process via the Brazil customer portal, with a recovery time goal of up to 4 hours. If the customer has purchased the Managed Hosting product, Equinix Brazil will be responsible for checking if the replication of the virtual machines was correctly initiated on the secondary Datacenter. After the disaster declaration has ended, the customer may return the virtual machines to the primary Datacenter via the Brazil customer portal within a maximum of 7 (seven) days. The customer may declare or simulate disasters for a period of up to 7 (seven) days within the range of 90 (ninety) days (software licensing restrictions supported). If such limit is exceeded, Equinix Brazil reserves the right to return the customer's virtual machines from the secondary Datacenter to the primary Datacenter.

### Assumptions and Restrictions

- The product 'Security Hardware — Firewall with Inter-IBX protection for Equinix Brazil's Virtual Private Server' must be purchased;
- Since the protection only takes place in the virtualization layer, any external service (including the service network) will not be available in the secondary IBX;
- Virtual machines with the Virtual HBA capability cannot be replicated;
- The 'Virtual Private Server with Inter-IBX Protection' service replicates only the virtual machines located in the Virtual Private Server. Other Equinix Brazil services (such as Managed Firewall, Network Attached Storage and Storage Area Network, and Managed Backup) or any facility for other physical equipment hired by the customer will be outside the scope of replication.
- Replication is asynchronous, happening in 15-minute intervals, through a private (dedicated) connection at Equinix Brazil. All Virtual Private Server with Inter-IBX Protection services are replicated through the same connection between the Datacenters available for the service.
- There will be no possibility of maintaining both virtual machines on simultaneously, while one virtual machine is in passive mode, it will be unavailable for access.
- If the customer has already purchased the Virtual Private Server service and wishes to purchase the Inter-IBX Protection feature, the customer must migrate its public IP addresses to the new specific AS Equinix range so that the Virtual Private Server with Inter-IBX Protection service can work, and the customer must exchange the products.
- The customer must turn off all virtual machines on the Virtual Private Server in order to perform the disaster declaration simulation.

### 3. Service Level Agreement (SLA)

Services	SLA (Agreement of levels of service)	Maximum time for crash recovery (contract month)	How is it calculated?
Virtual Private Server Standard	99.90%	45 minutes	Total hours available
Virtual Private Server w/ inter-IBX Protection	99.95%	21 minutes and 54 seconds	Total hours in the measurement period

The SLA is applied to the Virtual Private Server infrastructure and not to Applications or the resident Operating System. Equinix Brazil shall provide the customer with a discount equivalent to 1 (one) day of service in the event of outages in the provision of infrastructure that, added up, last more than 45 (forty-five) minutes for the Virtual Private Server STANDARD service, and 21 (twenty-one) minutes and 54 (fifty-four) seconds for the Virtual Private Server PROTEGIDA service during a given contract month. Additionally, discounts equivalent to 1 (one) hour of service will be granted for each outage period of 15 (fifteen) minutes that follows the period of 45 (forty-five) minutes for the Virtual Private Server Standard service and 21 (twenty one) minutes and 54 (fifty-four) seconds for the Virtual Private Server PROTEGIDA service.

Services	RPO (Recovery Point Time)*	RTO (Recovery Time Objective)**
Disaster Recovery	Up to 15 (fifteen) minutes	Up to 4 (four) hours

\*The Recovery Point is the maximum acceptable period in which data can be lost in an IT service during a 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.

Equinix Brazil shall provide a discount equivalent to 1 (one) day of service to the customer in the event of a delay in the Disaster Declaration process. Additionally, discounts equivalent to 1 (one) hour of service shall be given for every 15 (fifteen) minute delay following the delay in the Disaster Declaration process. Equinix Brazil will perform routine scheduled maintenance on the IBX. In the scheduled routine maintenances, customer EQUIPMENT and/or Equinix Brazil's equipment may be prevented from transmitting and/or receiving data for the time that it takes to resolve the situation and the customer may be prevented from accessing them, without such event generating any liability to Equinix Brazil. Equinix Brazil will inform the customer about the schedule for performing routine scheduled maintenance preferably 15 days in advance, and at least 48 hours in advance for imminent situations. Scheduled preventive maintenance by Equinix Brazil that are notified to the customer within the minimum of 48 (forty-eight) hours in advance will not

be counted for the calculation of uptime mentioned above. Equinix Brazil may carry out emergency maintenance procedures at any time. In this case, the customer's equipment and/or Equinix Brazil's equipment may be prevented from transmitting and/or receiving data for the time that it takes to solve the situation and the customer may be prevented from accessing them. In this case, the customer will be entitled to the discounts stated in the Service Level Agreement, as mentioned above. The maximum number of discounts that Equinix Brazil can offer a customer in a particular contract month is limited to the value of 30 (thirty) days of the value purchased by the customer, regardless of the number of times that the service provided to the customer remains inoperative, or the duration of the above-mentioned inoperativeness during the same contract month. The discount will be calculated based on the monthly fee for the month in which the event took place.

#### 4. Customer Responsibilities

The customer shall: (i) provide an email address and phone number for a primary contact and an operational contact, ensuring such information is kept constantly up to date; (ii) provide all the necessary information during product enablement; (iii) allow Equinix, without any liability or notice to the customer, to allow duly authorized employees, agents or federal police authorities to install equipment, make changes to products or intercept any information to the extent permitted by law. (iv) have 48 (forty-eight) working hours, from the time the message is sent by Equinix Brazil, to report any failure or defect in the service enablement. After such period, if the Customer has not expressed otherwise, the services shall be considered fully enabled with retroactive billing from the date the enablement communication was sent.

The customer shall not: (i) conduct any activity that may interfere with or harm any other customer's service; (ii) take any action in order to circumvent payment to Equinix Brazil for the use of the product.

#### 5. General Provisions

Availability of the Virtual Private Server product shall be reported to the customer by means of written communication sent to the email address of the customer's technician in charge, who shall have 48 (forty-eight) business hours, counted from the moment that the message is sent by Equinix Brazil, to report any failure or defect in the configuration of the Equinix Brazil Equipment.

After such period, if the customer has not stated otherwise, the services shall be considered fully enabled, with retroactive billing from the date that the communication on the enablement was sent.

Equinix Brazil's equipment will be hosted on IBX premises, in a location chosen by EQUINIX Brazil, at its sole discretion.

Equinix Brazil is not responsible for the operating features of the software or the systems used by the customer to access the Virtual Private Server service, and therefore, it shall not be liable for any damage that their malfunction may cause the customer or third parties related to them.

Equinix Brazil's entire assistance process shall be based on the supported technologies. Any tool that is not in Equinix Brazil's Technology Array shall not be supported and is the sole responsibility of the customer.

Equinix Brazil reserves the right to not allow the installation of any equipment to be used by the customer that shall: (i) exceed the limits of the capacity purchased or (ii) jeopardize the security of other customers' equipment. If the customer has not stated otherwise, the services shall be considered fully enabled, with retroactive billing from the date that the communication on the enablement was sent.

Equinix Brazil reserves the right to not allow the installation of any equipment to be used by the customer that shall: (i) exceed the limits of the capacity purchased or (ii) jeopardize the security of other customers' equipment.