

Effective: October 24, 2016

MANAGED SERVICES - BACKUP SERVICE DESCRIPTION

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

For the purposes of the Data Backup Service, the following terms shall have the following meanings:

“**Actual Storage Size**” means the total size of the information held on behalf of the Customer at the end of every calendar month pursuant to Equinix providing a Data Backup Service (as de-duplicated and compressed);

“**Backup**” means the Customer Data; or the Customer Data as changed or amended at the time Equinix copies a Change pursuant to paragraph 6.2(c) below;

“**Backup Network**” means Equinix’s private backup network;

“**Backup Overage Rate**” is a rate specified in an Order (or if none then Equinix’s applicable standard rate as amended from time to time);

“**Changes**” means any changes to the most recent Backup which are evident at the time that Equinix copies and stores the Change pursuant to 2.1 (ii) below;

“**Committed Storage Size**” means the amount of data/ information set out in a relevant an Order;

“**Customer’s System**” means agreed parts of the Customer’s computer infrastructure located in a Data Centre;

“**Customer Data**” means data from a specified and agreed part of the Customer’s System, in the form it is in when retrieved by Equinix for the first time in accordance with paragraph 2.1 (i) below; and

“**Overage Storage Size**” means the amount by which the Actual Storage Size for any month exceeds the Committed Storage Size.

1. Set-up

1.1 In setting up the Data Backup Service Equinix will consult with the Customer to ascertain backup configuration information.

1.2 Equinix will install and configure or enable the Customer to install and configure

- i. backup software on the Customer’s System; and
- ii. a link from the Customer’s System to the Backup Network.

2. Service Operation

2.1 Equinix shall copy the following via the Backup Network:

- i. the Customer Data (such retrieval of Customer Data to take place within an agreed time window either on or after the Service Commencement Date); and
- ii. the Changes to the Customer Data (such retrieval of Customer Data to take place within an agreed time window each day after the Service Commencement Date (or as otherwise set up), and also upon reasonable ad-hoc Customer requests).

2.2 Equinix shall store Customer Data

- i. in unencrypted format unless otherwise agreed, or otherwise configured by the Customer. Where the Customer requests encryption at rest the Customer will be solely responsible for the safekeeping of the encryption keys. For the avoidance of doubt should the Customer lose the encryption key(s) the Customer will be unable to unencrypt the Customer Data. Equinix shall not be liable for any loss of data;
- ii. in de-duplicated and compressed format, subject to the functionality of the Backup Network and the backup software; and
- iii. on a primary Backup Repository, and on Customer request, separately on a geographically-distinct secondary Backup Repository such geographically-distinct backup may incur additional charges for which the Customer shall be liable.

3. Restores

3.1 On Customer request, Equinix will restore a Backup directly from the Backup Network onto the Customer's System

4. Equinix Dependencies

4.1 Equinix will configure the Backup Network such that full Backups from more than 14 days prior to the then-current date shall be rendered irretrievable from the Equinix backup repositories by any person (or such earlier date notified in advance by the Customer to Equinix).

4.2 Equinix will not restore any Backup from more than 14 days prior to the date of the restoration request (including upon termination of the Service for any reason) unless otherwise expressly agreed in writing.

4.3 Equinix will not restore any Backup to removable media or to any computer infrastructure or device which is different to the infrastructure or device from which the Backup was taken, whether before or after any termination or expiry of the Data Backup Service, unless otherwise agreed between the parties. Additional charges may apply as part of such agreement.

4.4 Equinix procures that the Customer Data, any Changes, and any Backup, shall only travel through the Backup Network in an encrypted format;

4.5 Equinix will provide troubleshooting support with regard to the Data Backup Service on Customer request, as soon as practicable.

4.6 In the event that in any month there are 5 or more Changes, the size of which are individually 50% or more than the size of the first Backup of that 14 day period, or in the event that any



Actual Storage Size is materially in excess of the Committed Storage Size, the Customer will be required to increase their Committed Storage Size.

5. Reporting

- 5.1 Equinix will provide automatic reports by email regarding the success or failure of copying and storing a Change the size of each successfully copied Change, and the size of each month's Actual Storage Size;

6. Customer Dependencies

- 6.1 The provision of the Data Backup Service is dependent on the following (and Equinix shall not be obliged to provide any relevant part of the Data Backup Service to the extent that the following is not in place):
- i. the Customer's network remaining functional and relevant parts of the Virtual Platform remaining operational, compatible and 'on-line';
 - ii. the Customer maintaining and not amending the Customer's network settings or configuration, or operating system platform or configuration, unless with Equinix's prior knowledge and consent and subject to any reasonable technical or other conditions that Equinix may impose; and
 - iii. the Customer maintaining and not amending the configuration of any relevant Data Backup Service software installed on the Customer System.

7. Service Level Objective

- 7.1 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 Data Backup Service 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.

6.2 Equinix shall monitor the Data Backup Service through the Device Monitoring Service.

6.3 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.

Service Availability percentage for Highly Available Configuration	Service Credit
Less than 99.95%, but greater than or equal to 99.90%	Credit equivalent to 15% of one month’s fee payable for the Data Backup Service 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 Data Backup Service 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 Data Backup Service in the Order
Less than 99.80%	Credit equivalent to 100% of one month’s fee payable for the Data Backup Service in the Order



Service Availability percentage for Non-Highly Available Configuration	Service Credit
Less than 99.5%, but greater than or equal to 99.00%	Credit equivalent to 15% of one month's fee payable for the Data Backup Service 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 Data Backup Service 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 Data Backup Service in the Order
Less than 98%	Credit equivalent to 100% of one month's fee payable for the Data Backup Service in the Order

6.4 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.

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

6.6 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.

