



June 10, 2020

EQUINIX INTERNET EXCHANGE™ POLICY

This Equinix Internet Exchange Policy (“EIX Policy”) supplements and sets forth additional terms and conditions governing Equinix Internet Exchange (“EIX”) switch infrastructure, as further described in the applicable Order and the Master Country Agreement or similar agreement which governs Customer’s purchase of Licensed Space or Services (collectively, “MCA” or “MSA”). Any terms not defined herein will have the meaning given to them in the Order or the MCA.

1. Description of Product

The EIX switch infrastructure is a physical interconnection that enables Equinix customers to exchange internet traffic.

2. Equinix Responsibilities

Equinix will provide Customer access to the EIX switch infrastructure via a specified port or ports (“Port(s)”) and 24/7 support via the EIX Portal, which can be accessed at <https://ix.equinix.com/ixp/contactEquinix>.

3. Customer Responsibilities

Customer must: (i) provide and keep current valid contact information that includes phone number(s) and email addresses for both a primary contact and an operational/technical contact (e.g., of a network engineer or routing engineer); (ii) complete the Configuration Requirements Document (“CRD”) or enter the information online before the Order can be generated; (iii) have and use a registered AS number; (iv) register announced routes with a standard routing registry, such as RADB, RIPE, ARIN, LACNIC or APNIC; (v) only use such IP address(es) and netmask(s) as assigned by Equinix for connections; (vi) only use one globally unique MAC address per VLAN for each Port; (vii) use LACP (Link Aggregation Control Protocol) per Equinix guidelines when connecting to a single switch with more than one Port in a LAG (Link Aggregation Group) configuration; (viii) ensure that router traffic contains only ARP, ICMP or unicast IPv4 or IPv6; (ix) explicitly set and maintain at all times duplex and speed settings on interfaces connected to the EIX; and (x) comply with all technical specifications and policies as provided by Equinix from time to time.

Customer must not: (i) conduct any activity that could interfere with or impair the equipment or connectivity of any other Equinix customer; (ii) take any action with the purpose of circumventing payment to Equinix for use of the EIX; (iii) use EIX to pass traffic between their Ports at different IBX® Data Centers as all traffic on the EIX should be sent directly to or received directly from a separate peering network; and (iv) sublicense or resell access to any Port without prior written consent from Equinix, which can be withheld in Equinix’s sole discretion. For the avoidance of doubt, no Port will support directly or indirectly any business other than that of the Customer such that each Customer granted access to the EIX will be the Customer of record with Equinix for that Port.

If any of Customer’s acts or omissions violate any provision set forth herein or in the applicable EIX Order, Equinix may take any reasonable action to correct any problem that such violation may cause, including suspending or, upon ten (10) days’ prior written notice to Customer, terminating Customer’s use of the EIX.

Customer is solely responsible for obtaining and maintaining its own peering and/or private VLAN agreements with other Equinix customers, and Equinix is not responsible in any way for such agreements, including for establishing or monitoring Customer’s peering and/or private VLAN agreements with other Equinix customers. Equinix will at all times retain all title to and ownership of the EIX. Customer will indemnify and hold Equinix and its Affiliates, owners, officers, directors, employees and agents harmless from and against any and all liability, loss, damages, costs and expenses (including attorneys’ fees and costs) for third-party claims arising out of or related to Customer’s peering and/or private VLAN agreements or other peering relationships.

4. EIX Service Level Agreement— 99.99%

The purpose of this Service Level Agreement (“SLA”) is to define the measurable performance levels for the EIX and specify remedies available to Customer if Equinix fails to achieve these levels. The credits listed in the tables below are Customer’s sole and exclusive remedy for any failure of the EIX. For the purpose of this SLA and subject to the last paragraph of this section,

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“Unavailability” is defined below in section A. The period of Unavailability starts when Equinix receives Customer notification of the incident and ends when the EIX is available to Customer again as confirmed by Equinix.

- A. **Availability:** “Unavailability” is defined as the duration of time when a failure of any component of the EIX results in a failure to pass Customer’s traffic through Customer’s Port.

Table 1: Availability

MONTHLY AVAILABILITY	CUMULATIVE MINUTES OF UNAVAILABILITY PER CALENDAR MONTH	MRC CREDIT FOR EACH AFFECTED PORT
99.99%–99.9%	4 minutes to < 44 minutes	5%
< 99.9%–99%	44 minutes to < 7 hours	25%
< 99%–98%	7 hours to < 14 hours	50%
< 98%	≥ 14 hours	100%

- B. **Installation:** Upon Equinix acceptance of a signed Order, Equinix will install Ports as follows:

Table 2: Installation

NUMBER OF PORTS PROVISIONED	PROVISIONING INTERVAL	CREDIT FOR EACH AFFECTED PORT IF PROVISIONING INTERVAL MISSED
UP TO ONE PORT PER DAY	Ten (10) business days*	100% NRC

**If Port is ordered in conjunction with Licensed Space, the provisioning interval will be in addition to the buildout of the Licensed Space.*

5. General

In a calendar month, the maximum credit to which Customer will be entitled will not exceed one (1) month’s MRC (or of prorated amount if applicable) for each Port that experienced the Unavailability. In order to be eligible for a credit, Customer must report the Unavailability to Equinix within five (5) days of the incident. Unless otherwise specified, Customer must request a credit within thirty (30) days from the date of its occurrence by contacting the Equinix Service Desk so Equinix may investigate and isolate the cause of the Unavailability. All periods of Unavailability must be verified by Equinix. Approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. Notwithstanding anything to the contrary, the SLA will not apply and Equinix will have no liability if the Unavailability: (a) is caused by circumstances beyond Equinix’s reasonable control; (b) is caused by Customer’s act or omission, or in the case of a private VLAN, the act or omission of the customer to whom the Customer connects; or (c) occurs during a scheduled maintenance window. Equinix will use reasonable efforts to notify Customer at least fourteen (14) days prior to any regularly scheduled maintenance and as soon as practicable before any emergency maintenance. Equinix will use commercially reasonable efforts to minimize disruption to Customer’s Services when performing scheduled maintenance.