

POLICY
Equinix Metal Policy

This Equinix Metal Policy (this “**Policy**”) supplements the Digital Services Agreement or other similar agreement between Customer and Equinix (“**Agreement**”) and sets forth additional terms and conditions governing the use of Equinix Metal (“**Service**”) by the Customer, as detailed in any applicable Order.

1. Resale

Customer is permitted to resell the Service pursuant to the Agreement.

2. Service Level Agreement

The purpose of this Service Level Agreement (“**SLA**”) is to define the measurable performance levels for the Service (“**Service Levels**”) and specify remedies available to Customer if Equinix fails to achieve these levels. In the event Equinix does not meet a Service Level, as Customer’s sole and exclusive remedy, and Equinix’s sole liability for not meeting a Service Level, Customer will be entitled to claim the credits (“**Credits**”) in the manner specified below. Customer will forfeit any unused Credits which may exist as of termination or expiration of this Policy or the Service.

- a. **Definitions.** Capitalized words used in this Policy will have the meaning ascribed to them herein, but if not defined in this Policy, shall have the meaning ascribed to them in the agreement governing the use of the Service.

“**Claimed Outage**” means the period, measured in minutes, during which Customer claims the unavailability of the Service.

“**Committed Services**” means monthly reserved compute nodes, monthly committed bandwidth charges and other services that are committed monthly and not billed based on usage.

“**Excluded Minutes**” means the period, measured in minutes, of any outage covered by exclusions set forth in Section 2.d.

“**Usage Services**” means services that do not have any commitment and are billed based on the customer’s actual usage of the Service.

“**Qualifying Outage**” mean the aggregate of all consecutive minutes of a Verified Outage, minus any Excluded Minutes.

“**Verified Outage**” means a Claimed Outage that has been verified by Equinix.

- b. **Credit Computation.** Customer may be eligible, subject to the other terms and conditions of this Section 2, for Credits for Qualifying Outages as follows:

SLA Table 1 – Committed Services

MONTHLY AVAILABILITY	CONSECUTIVE MINUTES OF UNAVAILABILITY	MRC CREDIT FOR EACH AFFECTED SERVICE
99.999%–99.99%	26 seconds to < 4 minutes	0%
99.99%–99.9%	4 minutes to < 44 minutes	10%
99.9%–99.8%	44 minutes to < 97 minutes	25%
<99.8%	> 97 minutes	50%

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SLA Table 2 – Usage Services

HOURLY AVAILABILITY	CONSECUTIVE MINUTES OF UNAVAILABILITY	USAGE CREDIT FOR EACH AFFECTED SERVICE
99.999%–93.34%	26 seconds to < 4 minutes	0%
<93.34%	> 4 minutes	100%

Outage minutes for different Orders of Services during the same period cannot be combined to meet a higher calculation.

- c. **Credit Requests.** If an event has occurred which qualifies for a Credit and such event is not covered by a proactive Credit, Customer must, within the first fifteen days of the calendar month following the calendar month during which the Claimed Outage(s) occurred, open a ticket through the Equinix customer portal that includes the affected device ID, specific date and time for disruption start and end time (including time zone) and a copy of an error message or monitoring log showing the Service was unavailable.

For the purpose of calculating whether a Credit is due, and the duration of any Qualifying Outage, Equinix will calculate time periods beginning from the earlier of (a) the time stamp of the alert in Equinix’s monitoring systems; or (b) the time stamp of the Customer-submitted ticket and continuing until Equinix has resolved the event. Unless otherwise noted, the Service Level objectives will be based on the full calendar month of Service since the last renewal period in which the Qualifying Outage occurs.

The maximum Credits that may be earned for any calendar month shall not exceed (i) for Committed Services, 100% of recurring monthly Fees for the affected Service, or (ii) for Usage Services, 100% of the usage Fees for the affected Service. Any excess Credits are forfeited and shall not be carried over to future months. Customer agrees to pay all invoices in full while a Claimed Outage is being reviewed or any Credit is being determined.

Credits may be used solely for future payments due Equinix. Credits may not be sold or transferred to other parties. False or duplicative Claimed Outages are a violation of this Policy and the Agreement and may, in Equinix’s sole discretion, result in a suspension of the Service. Credits shall expire on the termination or expiration of this Policy or the Agreement.

- d. **Service Level Exclusions.** Service Levels and Credits apply only to Customer and not to any End User Customer or other party. Customer is not entitled to any Credit if Customer (a) has not paid all amounts due pursuant to the Agreement or this Policy by their respective due dates, (b) is in breach of the Agreement or this Policy or (c) has failed to provide Equinix appropriate access to enable Equinix to provide the Service. In addition, Equinix shall have no liability to provide the Service in accordance with any specific service level, or to provide any Credits in connection therewith, if the failure to so provide the Service is due, in whole or in part, to any of the following:

1. Planned Maintenance.

- a. Equinix Internal Maintenance. Repairs, upgrades and modifications to shared core infrastructure scheduled for off-peak hours in the applicable region if Equinix provides notice at least 24 hours in advance;

- b. **Customer Maintenance.** Repairs, upgrades, scheduled or Customer-requested service interruptions or modifications to a Customer Service, scheduled in advance or in connection with a previously agreed upon routine schedule.
- 2. **Extraordinary Events.** Service interruption resulting from denial of service attack (“**DOS**”), virus attacks, hacking attempts or any other circumstances.
- 3. **Other Exclusions.**
 - a. **False Failures.** Erroneously reported outage or issue, failures reported as a result of outages or errors of an Equinix measurement system or failures resulting from Service monitoring or testing performed to simulate a failure.
 - b. **External Network Conditions.** Matters caused by general network conditions outside the reasonable control of Equinix, including but not limited to DNS issues outside the direct control of Equinix or buffering associated with general conditions outside of Equinix’s network.
 - c. **Non-Impacting Failure.** Matters caused by a failure of the Service, or a feature that does not result in downtime of a guaranteed Service (by way of example only: reporting, dashboard, API access or statistics generation). This includes outages or downtime associated with Customer’s designated non-production (staging, testing or development) Service that is unrelated to hardware or network failures).
 - d. **Expected Performance.** Matters caused by usage patterns or traffic that exceeds the reasonable performance parameters of Customer’s Service.
 - e. **Customer Acts.** Matters caused by Customer acts or omissions (or acts of others engaged or authorized by Customer), including without limitation, any negligence or willful misconduct.

3. IP Addresses

Equinix may, in in connection with the Service, allocate one or more IP address(es) to Customer from time to time (each, a “**Licensed IP Address**”). Customer’s license to use a Licensed IP Address terminates immediately upon termination of the Order to which such Licensed IP Address relates. This Licensed IP Address is obtained by Equinix from the Réseaux IP Européens (RIPE), American Registry for Internet Numbers (ARIN), or Asia Pacific Network Information Centre (APNIC) (as appropriate for the region). Equinix may change a Licensed IP Address if, upon five (5) business days’ prior notice to Customer where reasonably possible, the change to the Licensed IP Address is prompted by RIPE/ARIN/APNIC. If Equinix is given less than five (5) business days’ notice by RIPE/ARIN/APNIC regarding this change to the Licensed IP Address, Equinix will use commercially reasonable efforts to give notice to Customer given the circumstances.

Equinix may, as a condition of providing the Service, require Customer to provide Equinix with IP addresses from within a certain block agreed between the parties (“**Customer Supplied IP Addresses**”). If Customer advertises IP addresses that are neither Licensed IP Addresses nor Customer Supplied IP Addresses, then Equinix may route these IP addresses on Customer’s behalf. If Equinix receives written notice from the registered owner of these IP addresses to cease such routing, Equinix will do so as soon as reasonably practicable. Equinix reserves the right to refuse to route these IP addresses without written permission from the registered owner. Equinix may from time to time, at its sole discretion and without notice to Customer, change the routing of packets for the purpose of improving the Service.