

CONTRACTS

EQUINIX MOBILITY EXCHANGE POLICY

September 6, 2017

This Equinix Mobility Exchange Policy (“Policy”) supplements and sets forth additional terms and conditions governing the use of the Equinix Mobility Exchange (“EMX”) switch infrastructure by the Customer, as further described in the applicable Order.

1. Description of Products

Equinix will provide Customer access to the EMX switch infrastructure via a specified port or ports (“Port(s)”) and 24x7 support via the EMX Portal, which can be accessed at <https://ix.equinix.com/ixp/contactEquinix>. Fees will be listed on the Order, and if Customer requires additional Products then the Fees will be Equinix’s list price unless otherwise agreed by the Parties in writing. Equinix will at all times retain all title to and ownership of the EMX.

2. Customer Responsibilities

Customer must: (i) provide and maintain twenty-four (24) hours each day, an email address and phone number for a primary contact, and an email address and phone number for an operations contact, which should include a role account e-mail address (e.g. for a network engineer or routing engineer); (ii) complete the Configuration Requirements Document (“CRD”) before an 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 or APNIC; (v) only use the IP address(es) and netmask(s) 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; and (ix) explicitly set and at all times maintain duplex and speed settings on interfaces connected to the EMX.

Customer must not: (i) conduct any activity that could interfere with or impair the equipment or connectivity of any other Customer; (ii) take any action with the purpose of circumventing payment to Equinix for use of the EMX; (iii) use EMX to pass traffic between their ports at different IBXs as all traffic on the EMX 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 EMX will be required to be the customer of record with Equinix for that Port.

This Policy will apply to Customer’s use of the EMX and if Customer violates anything set forth herein or in the Order, Equinix may take reasonable action to correct any problem such violation may cause, including suspending or, upon ten (10) days prior written notice, terminating Customer’s use of the EMX.

Additionally, Customer is responsible for negotiating and executing its own peering and/or private VLAN agreements with other Equinix customers and Equinix is not responsible for establishing or monitoring such relationships, as they do not involve Equinix. Customer will indemnify and hold harmless Equinix and its customers from any liability, costs and damages (including attorneys’ fees and costs) arising from claims relating to Customer’s peering agreements or other peering relationships.

3. Service Level Agreement – 99.99%

The purpose of this Service Level Agreement (“SLA”) is to define the measurable performance levels for EMX and specify remedies available to Customer if Equinix fails to achieve these levels. The SLA is met if each individual Port is available to pass traffic 99.99% of the time during a billing month (the “SLA Threshold”) and Customer will be entitled to the credits set forth in the table below as its sole and exclusive remedy for any failure to meet the SLA Threshold. For the purpose of this SLA, and subject to the last paragraph of this section, “Unavailability” is defined as the duration of time when a failure of any component of the EMX results in a failure to pass Customer’s traffic through Customer’s Port, as measured from when Equinix receives Customer’s notification of the incident or from its actual start as mutually agreed between the Parties, to the time the Service is no longer Unavailable as confirmed by Equinix.

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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%

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 Unavailability was experienced) for each Port directly impacted by the Unavailability. Customer must report Unavailability within five (5) days and request a credit within thirty (30) days of the date of its occurrence by contacting the Equinix Service Desk so Equinix may investigate and isolate the cause of the Unavailability. 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 for 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 notify Customer at least fourteen (14) days prior to any scheduled maintenance window and will use commercially reasonable efforts to minimize the duration and impact of maintenance windows. Additionally, Equinix will take any actions necessary to diagnose and correct any emergencies related to the EMX in order to restore proper network operations and will use commercially reasonable efforts to notify Customer if any emergency may cause an interruption as soon as reasonably possible given the circumstances.

4. Miscellaneous

This Policy and the Order, together with the MCA, represents the complete agreement and understanding of the Parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral.