

Effective: October 24, 2016

MANAGED SERVICES - MANAGED LOAD BALANCER 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”).

1. Set up

1.1 In setting up the Load Balancing Service, Equinix shall:

- (a) make available a dedicated load balancing device (via a single device or via a fully resilient pair) (a “**Load Balancing Device**”);
- (b) install or implement the Load Balancing Device into the Customer’s computer infrastructure (the “**Customer’s System**”), either as agreed in writing or in accordance with good industry practice and Equinix ’s standard procedure;
- (c) configure the Load Balancing Device in accordance with Equinix’s load balancer build standard and good industry practice or as agreed with the Customer (including, to the extent necessary or agreed, setting up virtual IP addresses (“VIP”) linked to selected Customer servers holding mirrored data, and other configuration and set up requirements).

2. Service Operation

2.1 The Load Balancing Device shall operate with a view to it automatically distributing incoming traffic to the selected part of the Customer’s System, among the selected Customer servers.

2.2 The Load Balancing Device will be operated in accordance with the load balancing algorithms set up by Equinix , the configuration referred to a paragraph 1.1(c) above, and the capability and capacity of the available Customer System;

2.3 to the extent that a Load Balancing Device can provide additional application acceleration functionality and features (such as content caching, SSL off-loading) Equinix shall provide those additional features only to the extent specified in an Order

3. Equinix Obligations

3.1 Equinix shall provide the following support services as standard:

- (a) monitoring of the Load Balancing Device(s) in accordance with the Device Monitoring Service;
- (b) responding to and implementing agreed changes to the configuration and load balancing algorithms referred to in paragraph 2.2 and 2.3 above, within 2 Business Days of agreement of such changes, or such longer period specified by the Customer;
- (c) upgrading and patching the software utilised by the Load Balancing Device(s) within a reasonable time after such upgrades and patches become available;
- (d) fixing broken or malfunctioning Load Balancing Device(s) (or its applicable software) within a reasonable time (generally, assuming Equinix has successfully notified the relevant supplier on a Business Day during Business Hours, the fix will take place within 2 Business Days); and
- (e) providing professional support and technical assistance for the Load Balancing Service on request.

4. Customer Dependencies

- 4.1 The provision of the Load Balancing Service is dependent on the Load Balancing Device(s) receiving incoming traffic within its capability or functionality.
- 4.2 Where the Customer requires a Load Balancing Device to be installed and managed in a Customer's System, The Customer must provide Equinix with sufficient connectivity to ensure the solution functions as expected. A minimum of one copper 1GbE connection for internet connectivity, and one copper 1GbE connection for internal connectivity, will need to be provided by the Customer for the service to work as expected.
- 4.3 The Customer must supply the relevant configuration information in order for Equinix to configure the Load Balancing Device to fulfil it's obligations to the Customer.
- 4.4 In the event that the Customer does not receive an internet connectivity service directly from Equinix, the Customer must allow Equinix to connect to the Load Balancing Device via such third party internet connectivity service, to carry out its obligations.
- 4.5 The Customer acknowledges that the provision of a Load Balancing Device may affect the Customer's power draw within a Data Centre, and may use an additional amount of bandwidth for management and monitoring purposes.

5. Service Level Objective

- 5.1 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 Load Balancing Device 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.

5.2 Equinix shall monitor each Load Balancing Device provided to the Customer in accordance with the Device Monitoring Service.

5.3 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 Load Balancing Device 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 Load Balancing Device 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 Load Balancing Device in the Order
Less than 99.80%	Credit equivalent to 100% of one month’s fee payable for the Load Balancing Device 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 Load Balancing Device 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 Load Balancing Device 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 Load Balancing Device in the Order
Less than 98%	Credit equivalent to 100% of one month's fee payable for the Load Balancing Device in the Order

- 5.4. Equinix shall monitor each Load Balancing Device provided to the Customer in accordance with the Device Monitoring Service.
- 5.5. 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.
- 5.6. Equinix shall only be liable for service credits for the Affected Components.
- 5.7. 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.