

CONTRACTS

NETWORK EDGE POLICY

February 12, 2021

This Network Edge Policy (“Policy”) supplements other Equinix agreements and sets forth additional terms and conditions governing the use of the Network Edge service (“Network Edge”) by the Customer, as detailed in any applicable Order.

1. Definitions

A. Network Edge Device (“NED”) means a third-party virtual network service accessible via the Network Edge platform. Customer may purchase a license to use NED(s) directly from Equinix or bring their own license. As set forth more fully below, all NEDs are subject to the Third-Party Product provider’s terms and conditions and Customer represents and warrants that they will use such NEDs in strict compliance with those terms.

B. Network Edge Instance. This provides connectivity assistance and is the infrastructure needed to deploy a NED.

C. Redundancy. Customer may add redundancy: (i) by purchasing two NEDs with duplicated configurations; (ii) establishing dual connections to the same destinations from both NEDs in a high availability configuration; and (iii) by only using each NED in the pair to pass redundant traffic (“Redundant NEDs”). Redundant NEDs are governed by SLA Table 1: Redundant NEDs. All other configurations are considered non-redundant devices (“Non-Redundant NEDs”). Non-Redundant NEDs are subject to SLA Table 2: Non-Redundant NEDs.

2. Customer Responsibilities

In addition to Customer Responsibilities set forth in the Customer agrees as follows:

1. While using Network Edge only connect to destinations that are formally approved and sanctioned.
2. Customer is solely responsible for maintaining its own interconnection and contract agreements with other Equinix customers or third-parties to establish all connections, perform or receive services, and exchange traffic. Equinix is not responsible for establishing or monitoring such relationships, whether bilateral or multilateral. Customer will indemnify and hold harmless Equinix and its customers from any liability, costs and damages (including attorneys’ fees and costs) arising from claims related to Customer’s Interconnection agreements, vendor service or license agreements, Internet connection agreements, or other relationships.

3. Resale

Customer may only resell Network Edge, pursuant to the terms of the Digital Services Agreement or other similar agreement between Customer and Equinix, if Customer is enrolled in Equinix’s Network Edge Resale Pilot Program.

4. Service Level Agreement

The purpose of this Service Level Agreement (“SLA”) is to define the measurable performance levels for Network Edge and specify remedies available to Customer if Equinix fails to achieve these levels. The service credits listed in the tables below are the sole and exclusive remedy for Equinix’s failure to provide Network Edge to the applicable levels. “Unavailability” is defined as the duration of time in which the active NED in a non-redundant configuration or both NEDs in a redundant configuration prevent delivery of Customer’s traffic to or from any configured interface on the NED.

SLA Table 1: Redundant NEDS

Monthly Availability	Consecutive Minutes of Unavailability	MRC Credit for Each Affected NED
99.999%-99.99%	26 seconds to < 4 minutes	2%
99.99%-99.9%	4 minutes to < 44 minutes	5%
99.9%-99%	44 minutes to < 7 hours	10%
99%-98%	7 hours to < 14.4 hours	50%
98%-97%	14.4 hours to < 21.6 hours	75%
<97%	> 21.6 hours	100%

SLA Table 1: Non-Redundant NEDS

Monthly Availability	Consecutive Minutes of Unavailability	MRC Credit for Each Affected NED
99.99%-99%	4 minutes to < 7 hours	10%
99%-98%	7 hours to < 14.4 hours	50%
98%-97%	14.4 hours to < 21.6 hours	75%
<97%	> 21.6 hours	100%

Note: This table applies to all configurations that do not meet the criteria of redundant.

Service credits are calculated based on an isolated instance of consecutive minutes of Unavailability in one calendar month. In any calendar month, the maximum credit to which Customer will be entitled will not exceed one (1) month’s monthly recurring costs (or of prorated amount if applicable) for each NED that experienced the Unavailability. Customer must request a credit within thirty (30) days of the event entitling it to a credit by contacting the Equinix service desk, so Equinix may investigate and isolate the cause of Unavailability. All periods of Unavailability start when Equinix receives Customer notification of the incident and end when it becomes available again as confirmed 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 is considered an “Excused Unavailability,” which means it: (a) is caused by circumstances beyond Equinix’s reasonable control; (b) is caused by Customer’s act or omission, including Customer altering any configuration of the NED using SSH, third party software, or other means; (c) is caused by act or omission of any third party; (d) is otherwise resolved between Customer and vendor support and was not the fault of Network Edge; or (e) occurs during a scheduled maintenance window that was advised by Equinix. 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 Network Edge when performing scheduled maintenance. Equinix will use commercially reasonable efforts to inform Customer when a NED or associated services and interfaces is not passing traffic.

Equinix does not and cannot control the flow of traffic beyond the NED and the connections associated with it to any destination. Such flow depends in large part on the availability and performance of network services provided or controlled by other customers. Such customers’ actions or inactions may cause some or all connections to be impaired or disrupted, and while Equinix will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Equinix cannot guarantee that they will not

occur. Accordingly, Equinix disclaims any and all liability resulting from or related to such events. Additionally, to optimize Network Edge performance, Equinix may monitor and test traffic header data for network management purposes, the result of which will not be shared with the Customer. Equinix's systems (and network operations personnel) will have both active and passive monitoring capabilities to determine the current state and performance of the hardware and software that the NED is utilizing, each NED, each NED's interfaces, and the services and connections enabled on each NED. Equinix's systems monitor the performance of the hardware and software to ensure that all NEDs are running and configured properly. Customer can view the same information by logging into the NED, using appropriate vendor software, through the ECX portal, or via application programming interfaces.

5. NED Terms and Conditions

The Customer's use or purchase of NEDs on the Network Edge platform are subject to Customer's payment of the applicable fees and the applicable Third-Party Product providers terms and conditions. Customer is receiving access to and the rights to use the NEDs from the Third-Party Product providers and such purchase requires Customer to agree to a separate end user license agreement ("EULA") provided by the Third-Party Product provider. Customer may also use its own license with a Third-Party Product provider for NEDs ("BYOL Software") and represents and warrants to Equinix that it is using such BYOL Software in compliance with the terms and conditions agreed to between Customer and the Third-Party Product provider. Equinix is not responsible for any terms and conditions that have been agreed to between Customer and the Third-Party Product providers. From time to time, Equinix may check with remote servers (hosted by Equinix or by third parties) for available updates to NEDs (other than BYOL Software), including but not limited to, bug fixes or enhanced functionality. Customer agrees that such updates may be automatically downloaded and installed without further notice to Customer. All payments for software products (other than BYOL Software) will be made to Equinix.

6. IP Addresses

Equinix may, in its sole discretion, allocate an IP address(es) to Customer from time to time ("Licensed IP Address") to enable the NED to access the Network Edge Instance. Customer's license to use a Licensed IP Address terminates immediately upon termination of Customer's Network Edge Order. 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 Network Edge, 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.