

**Effective Date: July 1, 2018**

## **MANAGED SERVICES: STORAGE AS A SERVICE (STAAS) SERVICE DESCRIPTION**

### **1 INTRODUCTION**

- 1.1 This Service Description further describes the Storage as a Service (“**StaaS**”) solution that Equinix will provide.
- 1.2 Except where such terms are defined in this Service Description, capitalised terms used in this Service Description shall have the meaning given to them in the GTC, MCA, MSA or any equivalent thereof.
- 1.3 This Service Description should be read in conjunction with the applicable Order.

### **2 STAAS OPERATION**

#### *2.1 Definitions*

For the purposes of this Service Description, the following terms shall have the following meanings:

“**DSaaS**” means ‘Dedicated’ StaaS, deployed and operated as a private hardware solution within a Customer Area;

“**OPaaS**” means ‘On Premise’ StaaS, operated from a remote platform within an Equinix IBX, outside of the Customer Area;

“**StaaS Failure**” means the duration of time when the Customer attempts but is unable to access or use, to a material extent, the end-user functionality of the StaaS Infrastructure;

#### *2.2. Set up and deployment*

##### **2.2.1 In setting up the Service Equinix shall:**

- a) Make available a dedicated “**OPaaS**” solution within a specified Equinix data center (IBX) and, to the extent agreed with the Customer, configure it within the Customer’s computer infrastructure there (the “**Customer’s Equipment**”) or;
- b) a dedicated “**DSaaS**” solution within a specified Customer cabinet or cage and, to the extent agreed with the Customer, configure it within the Customer’s computer infrastructure there (the “**Customer’s Equipment**”). Where additional network devices and/or switches are required, they will be specified in a separate Order.
- c) Configure (and manage) the “**StaaS**” in accordance with the Customer’s reasonable written instructions, or in the absence of such instructions, in accordance with good industry practice; and/or Equinix ‘build standard’.

## 2.3 *On-going management*

### (a) Equinix shall:

- (i) be responsible for the maintenance of the StaaS Infrastructure, including, but not limited to, replacing failed disks and upgrading any part of the StaaS Infrastructure in accordance with the manufacturers' recommendations;
- (ii) proactively monitor the StaaS Infrastructure; and
- (iii) provide reasonable troubleshooting assistance for each instance for up to 2 hours of Equinix engineers' time per month. (Further assistance shall be provided subject to engineer availability but Equinix reserves the right to refuse to provide assistance for time substantially in excess of this limit, and/or charge for such further assistance as Smart Hands).

## 3. **Customer Dependencies**

- 3.1 Where applicable, the Customer shall ensure that any firewalls operated by the Customer are functional, and are configured such that the Customer is able to access and utilise DSaaS, and additionally in the case of OPaaS, configured to all allow Equinix to access OPaaS to manage the service.
- 3.2 The Customer shall notify Equinix of any problem with StaaS of which it is aware, including where Equinix's obligations would not in themselves necessarily make Equinix aware of such problem.
- 3.3 The Customer must provide or separately order (and pay for) space within its Customer Area to colocate the OPaaS hardware and allow Equinix physical access to the Customer Area from time to time in order to maintain the OPaaS hardware.

## 4. **Service Levels**

**4.1** For the purposes of this clause 4, the following terms and phrases have the following meanings:

**"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.

**"No-Liability Outage"** means an outage which is not considered a Service Outage and will not attract service 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.

4.2 Equinix will provide StaaS with all reasonable skill and care and will use reasonable endeavours to ensure that the Customer can access or use, to a material extent, the end-user functionality of the StaaS Infrastructure 100% of the time. However, in the event of a StaaS Failure, the Customer shall be entitled to receive the applicable Service Credit as set out in the table below. Service Credits shall be the Customer's sole and exclusive remedy for a service level failure.

Service Availability – HA Configuration	Service Credit
Less than 99.95%, but greater than or equal to 99.90%	15% of one month's fee payable for affected Managed Storage Service Package as specified in the Order.
Less than 99.90%, but greater than or equal to 99.80%	25% of one month's fee payable for affected Managed Storage Service Package as specified in the Order.
Less than 99.80%	100% of one month's fee payable for affected Managed Storage Service Package as specified in the Order.

Service Availability – Non Highly Available Configuration	Service Credit
Availability of systems configured in a non-highly available configuration will be provided on a "best-effort" basis. Equinix will use all reasonable effort to provide and maintain 99% availability, however there is no guarantee of such service, which may depend on 3 <sup>rd</sup> party hardware replacement.	N/A

4.3 For the purposes of calculating the length of time of a StaaS Failure, such failure begins either (i) when the Customer reports the fault to Equinix; or (ii) when Equinix independently identifies the fault. A StaaS Failure ends when the Customer is able to access or use, to a material extent, the end-user functionality of the StaaS Infrastructure.

4.4 The Customer must make a written request for Service Credits within 7 days after the end of the month in which the Service Level is not met. Equinix shall not be liable for Service Credits where the Customer notifies Equinix outside of 7 days.

4.5 Equinix shall only be liable for service credits for the Affected Components.

4.6 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.

