



EQUINIX MANAGED SERVICES NETHERLANDS PRODUCT POLICY

This Managed Services Netherlands Policy (“Policy”) supplements and sets forth additional terms and conditions governing the provision of the Service, as specified in the applicable Order. This Policy shall form part of the terms and conditions of the Order and the Master Country Agreement or other similar agreement between the Parties (“Agreement”).

1. Service Description

1.1 Definitions

Acceptance	Acceptance of the Service in accordance with the acceptance paragraph mentioned in this document.	Office Hours	Work days between 8.00 and 18.00. Saturdays, Sundays and generally recognized public holidays in the Netherlands are not work days.
Availability	The percentage of the total time measured over a complete contract month, in which no Downtime in the Service is recorded. $\text{Availability} = (\text{Service Window} - \text{Downtime}) / \text{Service Window} * 100\%$	Overage	The quantity of the Service consumed by the Customer that exceeds the contracted amount of that Service. Overage will be billed monthly to the Customer.
Complaint	A formal expression of dissatisfaction by the Customer about the Service that does not involve an Incident.	Maintenance	The performance of work on the Service to maintain the quality of the Service or to enable extensions. The non-availability as a result of Maintenance does not impair Availability.
Downtime	A period of time that the Service fails to provide or perform its primary function.	Maintenance Window	The time period in which Maintenance is conducted.
Emergency Repairs	Occasional and/or unplanned repairs to prevent an Incident, also known as “Emergency Maintenance”. Equinix has conducted a risk analysis from which it is apparent that the non-performance of emergency repair work presents a major risk for the Service. The non-availability as a result of emergency maintenance does not impair Availability.	Priority	Defines the impact and urgency on the Availability in the categories high, medium and low.
Incident	An Incident is an unplanned interruption or reduction in quality of the Service.	P*Q	Defines the way a Service is invoiced based on measuring the used amount Q(antity) times the P(rice) according to the definition.
Freeze	Period associated with a special event during which the execution of Maintenance is not permitted without prior consent of the Customer. The performance of Emergency Repair work as a result of Incidents, if this is necessary, is in principle permitted but may be deferred in consultation with the Customer. An important aspect is that the decisions on Freezes by Equinix must be approved by the Equinix management.	Response Time	The time between incident notification by the Customer and the first contact between Equinix and the Customer regarding the progress of Incident clearance.
Network	The active and passive components of the underlying network services provided by Equinix.	Remote Hands	Work performed at Equinix on request by the customer by Equinix employees, also referred to as “Smart Hands”.
		Resolution Time	The time measured and logged by Equinix between the Incident notification(s) by the Customer to Equinix or its confirmation by Equinix and the Incident cleared message from Equinix to the Customer (or the point in time at which Equinix tries to pass on the Incident cleared message).
		Resources	The capacity of compute, storage and network for a specific customer that is made available for a specific Service that relates to an Order.
		SAL	Secure Access List. List with all technical and commercial contacts of the Customer.



Service Description	The documents setting out the description of the respective Services, also named "Dienstomschrijving".
Service Window	The time frame in which the Service, in compliance with the SLA, is available for use.
Support Desk	Single point of contact for incidents, changes, requests and questions.
Fees	The financial compensation for the Service payable by the Customer as agreed upon in the Agreement.
Service	The service provided by Equinix, as further agreed in an Order and detailed in the Service Description, which may consist of compute, network, storage and software with (private) network attached and as located in Equinix Data Centers (IBX) to fulfil a specific function.
SLA	The Service Level Agreement setting out the rights and obligations relating to the agreed service levels (the levels of quality of the Service as delivered to the Customer).
Support Window	The time in which the Service, in accordance with the SLA, is available and in which Equinix can be accessed to report Incidents and deal with these.
Working Arrangements	Supplementary operational agreements agreed in writing by the Customer and Equinix.

Except where such terms are defined in this Policy, capitalised terms used in this Policy have the meaning given to them in the Agreement.

1.2 Setup

In setting up the Service, Equinix will proceed with installation according to the Order. Equinix will allocate Resources available to the Customer as stated in the Order.

Equinix will inform the Customer when the setup of the Service pursuant to this section is complete, and the delivery of the Service commences in accordance with the Acceptance regime mentioned in this document.

When the delivery of a Service is dependent on the delivery of one or more other Services, those Services will be regarded as an integral part of the Service.

2. Customer Responsibilities

The provision of the Service is dependent on the following Customer responsibilities, and if the Customer fails to perform or fulfil the Customer responsibilities, Equinix will not be obliged to provide the Service and may—if and when applicable (e.g., not in case the setup does not include any Customer devices)—charge additional non-recurring Fees that are caused by or arise from such failure to perform or fulfil the Customer responsibilities:

- A. Customer must provide all necessary information to enable Equinix to set up any required connections between Customer's Equipment and the Service.
- B. Customer must:
 - i. ensure Customer's Equipment remains functional and compatible with the original settings agreed during setup, and
 - ii. maintain and not amend Customer's Equipment settings or configuration, except with Equinix's prior consultation.

Equinix shall not be obliged to carry out any part of any Service if the Customer has failed to carry out any Customer dependency or responsibility or has delayed carrying out such dependency or responsibility.

Some aspects of the Service should or can only be performed where Equinix representatives have discussed and/or agreed that aspect with a customer representative.

- A. In the event that:
 - i. a Customer Representative and his/her contact details have not been notified to Equinix either on the relevant Order or via the Customer Portal, or
 - ii. the Customer Representative is either not contactable or is unable to provide the necessary information or assistance, or
 - iii. the Customer Representative provides inaccurate information to Equinix,



Equinix shall take any action in relation to the relevant aspects as it in its sole discretion deems appropriate or practicable (which may include taking no action whatsoever). Equinix shall not be liable for anything arising from such action or inaction (including any failure to provide all or part of the Service).

- B. In the event that Equinix representatives receive conflicting or different instructions from various representatives of the Customer:
 - i. Equinix shall be entitled to act on the instructions of the Customer Representative as opposed to any conflicting or different instructions from the Customer; and
 - ii. in the absence of instructions from the Customer Representative, without prejudice to the paragraph above, Equinix shall take any action that it in its sole discretion deems appropriate or practicable (which may include taking no action whatsoever).
- C. The Customer shall act promptly, reasonably and consistently in responding to Equinix and working with Equinix in order to agree any aspect of any Service that is not agreed and expressly specified within (or incorporated within) the Order.

Where applicable, the Customer shall ensure that any firewalls or connectivity operated by the Customer or third party (e.g., at its own office(s)/site(s)) are functional, and are configured such that the Customer is able to receive each applicable Service element.

Where applicable, the Customer shall ensure that any application hosted on an applicable Service above the operating system level will not adversely affect the smooth running of the Service.

The Customer shall notify Equinix of any problem with the Service of which it is aware, including where Equinix's obligations would not in themselves necessarily make Equinix aware of such Service problem.

In the event that the Customer does not receive an internet connectivity service from Equinix directly, the Customer must allow Equinix to connect to relevant hardware via such third-party internet connectivity service on request if Equinix wishes to do so in order to be able to carry out its obligations.

3. Charging Methodology

Fees for the Service are further described in the Order.

Despite the actual use by the Customer, the Customer will pay for the Resources as allocated by Equinix and agreed upon in the Order, unless the Customer is charged with (additional) Overage or the Resources are subject to P*Q charging.

Any Fees for Overage or P*Q charging as mentioned in the Order will be charged on a monthly basis in arrears.

4. Service Level Agreement and Miscellaneous

4.1 Hardware and Software

Where Equinix provides or makes available items of hardware and/or software specified in an Order, the provision and use of such hardware and/or software shall be subject to any terms and conditions provided to Equinix by the third-party supplier or manufacturer of such hardware and/or software (the "Vendor"). However, in the event of any conflict between the provisions of this Policy and such terms and conditions, the provisions of this Policy and the Agreement shall prevail.

Equinix has no liability for any failure or delay or partial performance of the relevant Service to the extent such liability arises from any failure or limitations of any hardware that is specified in an Order and which is obtained from a Vendor, and any related software, patches or other items provided by a Vendor. In the latter case, liability between the Customer and Equinix is limited to the limitation of liability agreed upon with the Vendor by Equinix.

In relation to any hardware and/or software made available by Equinix under an Order, Equinix reserves the right to upgrade or replace such hardware and/or software with a different model/version or release with substantially the same or better functionality on any reasonable grounds. The content of the Order shall hereby be deemed to be varied in the event of such upgrades or replacements, in the absence of a formal contract variation or binding change control notification.

Any changes in the applicable terms, whether it be in an EULA or otherwise, will be passed on automatically to the Customer and will be accepted by the Customer.



4.2 Relationship with Colocation Services and Network Services

Where hardware is specified to be provided by Equinix, it shall be racked in an Equinix Data Center (IBX) specified in the Order, and the Colocation Service shall apply accordingly. The Customer acknowledges that the provision of hardware and a Service may affect the Customer's power draw within a Data Center (IBX), and may use a small amount of Network Services bandwidth.

4.3 Maintenance

Equinix may carry out Maintenance (whether to physical devices, Equinix's IP network, the Data Center (IBX) Infrastructure or anything else) from time to time, if applicable. Maintenance work at the Customer end that may generate alarms that may result in the Equinix Management Systems to be alarmed, must be reported in advance to the Equinix Service Desk. Any non-availability due to Maintenance will not be included in the calculation of the Availability. The costs of work and associated travel costs for (planned/scheduled) maintenance is included in the contract price, excluding maintenance which might be caused by Customer actions.

Any specific agreements about a Freeze period must be set out in the Order.

Notifications of any Maintenance shall be made to the Customer Representative or any appropriate individual(s) notified to Equinix pursuant to the "Customer Contact Details" available. If the contact details provided by the Customer in relation to such individuals are missing or incorrect, Equinix shall not be obliged to make any notification pursuant from any Maintenance.

Customer must accept or can propose a new timeslot for Maintenance within 48 hours of the first notice thereto. If the Customer does not respond to the written notification within the aforementioned timeframe, or if Equinix does not get any response, Parties agree that the proposed Maintenance timeslot is suitable for and accepted by the Customer.

Customer will be notified fourteen (14) calendar days before Maintenance occurs. If Maintenance is performed sooner than the aforementioned fourteen (14) days, the timing of the Maintenance may be discussed with the Customer beforehand.

Equinix will send a Maintenance notice to the Customer which includes at least the following points:

- Type of Maintenance
- The starting time/date
- The duration of the activities
- The expected duration of non-availability
- The nature of the activities

4.3.1. Emergency Maintenance

Equinix may, if special circumstances in its opinion warrant this, carry out Emergency Maintenance.

Equinix will provide notification for the Customer as soon as reasonably possible, but any (repair or other required) work is allowed to start before the first notification is sent. Emergency Repairs and the time required shall not be counted against Availability. The decision on performing Emergency Maintenance is made in an Equinix internal "Change Advisory Board" meeting.

The agreement between the Parties will be based on the risk assessment performed by Equinix that any delay of Emergency Maintenance will further deteriorate or cause (additional) Incidents in the (provisioning of) the Service.

Equinix shall endeavor to give as much prior notice of Emergency Maintenance as reasonably practicable, if it is practicable to do so at all. Equinix shall use all reasonable endeavors to carry out any Maintenance described above without causing a Service Level Failure.

4.4 Incident Management

Incidents in the Service can be reported by the Customer. The table under 4.11 shows the way of notifying and the opening hours of the Support Desk. In case of a priority 1 incident, all communications from the Customer to Equinix Support Desk shall be by telephone. This applies to incident reporting, updating and acknowledgement of clearance. All other priorities will be handled by phone or the Service tool. Incidents that can be detected by the Customer shall only be reported by the authorised persons. The authorised persons should state the Service in which the Incident has allegedly occurred. This notification marks the start of the Incident. After the Incident has been notified, the Customer will be informed about the nature of the Incident and its expected Resolution Time. The Customer shall receive a ticket number and ref-id on reporting of a Incident. The Customer must state this ticket number and ref-id with all related contacts with Equinix.



The Customer shall provide Equinix with any required assistance to expedite the Resolution Time during the service window. This shall include the provision of clear and relevant information.

Immediately after the Incident has been cleared, Equinix shall notify the Customer. The Customer shall promptly, and no later than 60 minutes after notification of Incident clearance, notify Equinix if the Customer has not actually experienced Incident clearance. If the Customer indicates that the Incident has not been cleared within 60 minutes, this does not count as a new Incident.

If Equinix determines that the cause of the Incident is not in its own Service, Systems or Network, the Customer will be notified. The Customer will be required to take corrective action itself in those circumstances. Equinix will provide assistance for this purpose if and when requested against Smart Hand Fees.

When Equinix is obliged to resolve service incidents, Equinix shall:

- notify the Customer of the incident as soon as reasonably practicable after Equinix is aware of it; and
- provide updates to the Customer on incident resolution progress.

Updates provided by Equinix shall be provided whenever reasonably practicable to do so or as soon as reasonable in all the circumstances after the initial notification or previous update. Updates shall include as much of the following information (without limitation) that is reasonable for Equinix to provide in all the circumstances:

- the Service affected;
- the start time of the incident;
- the current status of the incident resolution; and
- a description of the incident.

For the avoidance of doubt, Equinix monitors the Service and may receive alerts if an Incident occurs. In such case as described above, Equinix may inform the Customer about the Incident.

Equinix is not liable if the Incident is due to:

- Acts or omissions by the Customer.
- Customer over allocates the compute, network or storage resources.

- Customer does not follow the constraints described in the applicable service description.
- Force majeure.

4.5 Acceptance

Upon Acceptance, the Service formally becomes operational, and invoices shall be due and payable. The Acceptance of the Service shall be in consultation with the Customer. The delivery period starts after the Agreement signed by the Customer is received by Equinix. Equinix shall confirm the receipt in writing, including the day and/or week of delivery. Equinix shall promptly report any likelihood of the delivery date being exceeded. The delivery periods and conditions are stated in the Order.

If and when the Customer 1) does not Accept within two (2) weeks after the Service has been delivered and/or 2) the Customer uses the Service after it has been delivered, the Service is considered to be Accepted by the Customer. Small deficiencies and/or defects that do not prevent the Customer from using the Service will not withhold the Customer from Acceptance.

4.6 Availability

Equinix shall, after Acceptance, make the Service specified in the Order available, in compliance with the Agreement and SLA. The Service is defined as available if:

- the Service is provided in accordance with the service levels under this Agreement and the SLA set out in a Service Description;
- the Customer has identified an Incident but Equinix has not yet been notified thereof;
- the Customer has reported an Incident and it appears from an investigation that this was not the case. In this case, the Customer will be invoiced for investigation costs in compliance with section Expenses;
- the Service is not functioning or incomplete due to the actions or omissions of the Customer. In this case, the Customer will be invoiced for investigation and repair costs in compliance with section Expenses – in addition to the Fees in accordance with the Order.

The Service is regarded as unavailable if the Customer reports an Incident which is confirmed by Equinix. Equinix shall open a “incident ticket” in this regard. The Service remains unavailable for use until Equinix confirms the Incident by telephone, on request by email, as cleared to the Customer.



4.7 Accuracy of Information

The Customer bears responsibility for providing correct and up-to-date information to Equinix for the Secure Access List.

4.8 Escalation Procedure

Equinix uses escalation procedures to ensure that Complaints about requests/deliveries and Complaints about the handling of Incidents are given sufficient attention and priority. This is designed to ensure that Incidents are cleared quickly and effectively and any specific arrangements about the situation can be made with the Customer.

Escalation requests concerning handling of Incidents can be submitted by telephone to Equinix 24 hours a day, 7 days a week, by the responsible and authorized contact person designated by the Customer. The Customer must state the relevant ticket number for Incident escalation requests.

Escalation requests concerning queries, supplies or other administrative matters can be submitted by telephone during Office Hours to the Equinix Service Desk.

4.9 Support Desk

The Equinix Service Desk can be contacted 10*5. The Service Desk will create a ticket and/or direct call to the designated person. The Service Desk contact details are made available to the Customer.

Service and contact window Equinix Service Desk	
Office hours	08.00 - 18.00 hrs
Email	supportdesk.nl@eu.equinix.com
Telephone number	+31(0)53.80.80.116
Outside office hours only Priority 1 notifications are handled	

4.10 Service Reports

Equinix will provide reports about Incidents if these require escalation. The Customer may submit a request for such a report within 10 days of Incident clearance, citing the corresponding Incident ticket number. In this case, Equinix will issue an "escalation report" within 10 working days of the request.

4.11 Expenses

If Equinix incurs expenses in the investigation of an Incident as described in the section Incident Management, Equinix is entitled to invoice the (investigation) costs by means of a (supplementary) invoice against Smart Hand Fees.

4.12 Entire Agreement

This Policy, Order and the Service Description, together with the Agreement (including any Service Level Agreement), represents the complete agreement and understanding of the Parties with respect to the subject matter herein and in the Order, and supersedes any other agreement or understanding, written or oral.

4.13 Incident Handling

Response and Resolution times may differ per Service, as set out in the Service Description.

Incident priority Matrix*

		Impact		
		High	Medium	Low
Urgency	High	P1	P1	P2
	Medium	P2	P2	P3
	Low	P3	P3	P3

(*) The priority is determined by Equinix at the moment of notification based on the information provided by the Customer.

Impact and urgency classification at Incident handling

Urgency	Impact	Description
High	Unforeseen unavailability of a service / environment delivered and managed by Equinix, in accordance with service description due to a disruption.1 The customer cannot fulfil its obligations towards its customers. The customer suffers direct demonstrable damage due to the unavailability of this functionality.	The service must be restored immediately; the production environment(s) is/ are unavailable, with platform-wide disruptions.
Medium	The service does not offer full functionality or has partial functionality or a reduced performance, as a result of which the customer and (end) users are impacted.	The service must be repaired the same working day; the management environment is not available.
Low	The service functions with limited availability for one or more users and there is a workaround in place.	The moment of repair of the service is determined in consultation with the reporting person.



ATTACHMENT A: ACCEPTABLE USE POLICY (“AUP”)

1. This AUP is intended to protect the Customer and the internet community from the inappropriate use of Equinix’s computing/network services and the internet.
2. The Customer, and its end users or any third party that uses its services, must not:
 - a. use the Services to accept, transmit or distribute unsolicited bulk data (which includes, without limitation, email, bulletin boards, newsgroups, software, files) or otherwise send, or facilitate the sending of, unsolicited commercial email and mail bombs to any person or system in a way that could be expected to adversely impact Equinix’s network or facilities, or may potentially encroach on a third party’s intellectual property rights or any rights of publicity or privacy. The only circumstances in which the Services may be used to send unsolicited data of an advertising or promotional nature is where the unsolicited data is sent to persons with whom the sender has a pre-existing business, professional or personal relationship or to persons who have previously indicated their consent to receive data from the sender from time to time, for example by ticking a box to that effect on the sender’s website. Unless these requirements are met, users must not send unsolicited bulk data through the Services. If these requirements are met, the user must also provide an unsubscribe function on their website (and make this function known to recipients in the relevant data) which allows those recipients to be removed from that mailing list;
 - b. attempt to connect to any third-party systems without prior permission or arrangement;
 - c. use the Services in a manner which is intended to abuse or to violate the property rights of others, including, without limitation, activities which result in the distribution of viruses, worms, time bombs, Trojan horses, cancelbots, or other destructive activities like Denial of Services attacks, or scanning or any form of probing/automated network status polls/information collection of a third party’s network/system without prior permission, intentional or otherwise;
 - d. use the Services to conduct any other activities, which in Equinix’s discretion are considered detrimental to its customers and/or its own operations;
 - e. use the Services to:
 - i. send data, or cause data to be sent, to or through Equinix Connect that hides or obscures the source of the data, that contains invalid or forged headers or domain names or deceptive addressing; and
 - ii. relay data from a third party’s mail server without permission or which employs similar techniques to hide or obscure the source of the data; and
 - f. violate or attempt to violate the security of the Services, including without limitation, attempting to interfere with, disrupt or disable services to any user, host or network, including but not limited to via means of overloading, “flooding”, “mail bombing” or “crashing”.
3. Customer must immediately notify Equinix of any unauthorized access or attempted breach of security and may report violations of this AUP by notifying:

EMEA: the Equinix European Network Support Engineering Team (“EU NSE”) through the local IBX Center or by email at abuse@eu.equinix.com.

Asia-Pacific: the Equinix Computer Security Incident Response Team (“CSIRT”) through the local IBX Center or by email at abuse@ap.equinix.com.

North America: the Equinix Service Desk (“ESD”) through the local IBX Center or by email at abuse@equinix.com.
4. Each Customer is responsible for ensuring that Customer’s Equipment is configured in a secure manner. Customers should not, through action or inaction, allow others to use its network for illegal or inappropriate activities.
5. Equinix will not be obliged to intervene in the event a host or network address which is assigned to the Customer is being blocked or blacklisted by other internet service providers or policing bodies.



6. Upon discovery of a security breach affecting a Customer, or upon the ESD, EU NSE or CSIRT (as applicable) being notified about a security breach affecting a Customer, the Customer must take immediate steps to rectify the compromised systems. It is the Customer's responsibility to ensure that all its computers and network equipment, as well as Customer's Equipment that utilizes an Equinix-assigned network address, is, in the opinion of Equinix, reasonably free from viruses, worms, trojan horses, scanning codes and other malicious systems/software.
7. For event(s) that do not critically impact the operations of Equinix's network or other customers' systems, Equinix will issue written notice to the Customer regarding any violation of the AUP. The Customer will make all necessary rectification to Customer's equipment within fourteen (14) days from the date of Equinix's notice.
8. For event(s) that critically impact the operations of Equinix's network and/or other customers' systems, Equinix may, at its sole discretion, remove or disable the Customer's network connections, block network addresses, or suspend all Services to the Customer with or without prior notice to the Customer. Service suspension under this paragraph will not prejudice any of Equinix's rights or remedies under the Agreement or otherwise.
9. Equinix will not be liable for any loss, expense, costs or damages of any nature suffered by the Customer resulting in whole or in part from Equinix's exercise of its rights under this AUP. By using the Services, the Customer agrees to waive and hold harmless Equinix from any claims relating to any action taken by Equinix under this AUP including conduct of investigation, issuing of warnings, refusal to post materials, removal of material, or suspension or termination of services, or other appropriate action.



The global interconnection platform for a cloud-first world

Globally deploy your infrastructure and services wherever opportunity leads. Directly and privately interconnect to your most important clouds, services and networks. Activate edge services on demand to scale for success. On Platform Equinix, you'll reach everywhere, interconnect everyone and integrate everything you need to create your best future. Get digital ready with Equinix.