

# CONTRACTS

## EQUINIX PRECISION TIME POLICY

December 21, 2020

This Equinix Precision Time Policy (“Policy”) hereto supplements Customer’s agreement with Equinix under which Customer purchased the Equinix Fabric (“Fabric”) port, which shall be used to provision Equinix Precision Time service (“Precision Time”). This Policy sets forth additional terms and conditions governing the use of Precision Time by the Customer, as detailed in any applicable Order.

### 1. Description of Products

- a) There are two types of Precision Time available to Customer (corresponding to time protocols) – Network Time Protocol (“NTP”) and Precision Time Protocol (“PTP”). NTP and PTP are more fully described in the Documentation for Precision Time. Precision Time is only available in select metros. Unless otherwise agreed, Customer must procure a Fabric port for every IBX Center in which they wish to receive Precision Time. Customer’s access and use of Precision Time is expressly limited to the service for which Customer has paid the applicable Fees in accordance with the applicable Order.
- b) Customers will connect to Precision Time via a virtual connection on Equinix Fabric. Customer’s use of Equinix Fabric and virtual connections may be subject to additional terms and conditions. Each connection is an instance of Precision Time. A Fabric port must have been previously purchased and active before a Customer can receive a connection to Precision Time. For example, a Customer may choose to connect to Precision Time in New York from their Equinix deployment in Dallas, and also to Precision Time in Silicon Valley from their Equinix deployment in Los Angeles – resulting in two connections to, or instances of, Precision Time.
- c) Optional Monitoring Service. This is an optional monitoring service that Customer may elect to purchase, enabling Customer to monitor the timing accuracy level received on the NTP or PTP client that is run on Customer’s Equipment. This is enabled by Equinix-developed NTP or PTP client software that Customer may download and install on the Customer’s Equipment. The software periodically sends accuracy metrics back to Precision Time, which Customer can view on the Equinix Precision Time dashboard. The optional monitoring service is governed by separate click-through terms located at <http://equinix.com/company/legal/end-user-license-agreement-eula/> and will be applicable to customers that elect to purchase the optional monitoring service. By using the optional monitoring service Customer hereby acknowledges and agrees that they will be deemed to have agreed to such click-through terms and be bound by them, as if they were fully set out herein.

### 2. Customer Responsibilities

- a) Customer’s responsibilities apply to Customer’s use of Precision Time and any user Customer permits to access Precision Time. Customer acknowledges that all users that it grants access to have full administrative rights, and Precision Time does not provide for any lower level of access rights.
- b) Customer will: (a) be responsible for meeting Equinix’s applicable minimum system requirements for access to or use of Precision Time, (b) prevent unauthorized access to or use of Precision Time under its account, and notify Equinix promptly of any such unauthorized access or use, and (c) provide and keep valid contact information for Precision Time that includes phone number(s) and email address(es) for both a primary contact and an operational/technical contact (e.g., network engineer or routing engineer) and will provide Equinix with technical configuration details upon request.
- c) Customer shall not, and shall not permit any of its users to, use Precision Time or any software component of Precision Time, for any purposes beyond the scope of the access granted. Except to the extent permitted by applicable law which is incapable of exclusion by agreement by the parties, Customer shall not at any time, directly or indirectly, and shall not permit any users to: (i) copy, modify, or create derivative works of Precision Time, any software component of Precision Time, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Precision Time except as expressly permitted; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Precision Time, in whole or in part; (iv) remove any proprietary notices from Precision Time; (v) use Precision Time in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; (vi) use Precision Time to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance of Precision Time; (viii) access Precision Time in order to build a competitive product or service or to copy any features, functions or graphics thereof; or (ix) perform stress testing or performance testing of Precision Time.
- d) Equinix may suspend Customer’s and any user’s access to any portion or all of Precision Time if: (i) Equinix reasonably determines that (A) there is a threat or attack on Equinix or any of its systems; (B) Customer’s or any of its users use of Precision Time disrupts or poses a security risk to Equinix or to any other customer or vendor of Equinix; (C) Customer or any other user

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is using Precision Time for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, is unable to pay its debts as they become due, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Equinix's provision of Precision Time to Customer or any other user is prohibited by applicable law, or it has become impractical or unfeasible for any legal or regulatory reason to provide Precision Time; or (ii) any vendor of Equinix has suspended or terminated Equinix's access to or use of any third-party services or products required to enable Customer to access Precision Time. If Customer violates any provision set forth herein or in the applicable Order, Equinix may take reasonable action to correct any problem such violation may cause, including immediately suspending or, upon ten (10) days prior written notice, permanently terminating Customer's use of Precision Time. Equinix will have no liability for any damage, liabilities, losses (including any loss of profits or data), or any other consequences that Customer may incur as a result of a suspension of Precision Time.

### 3. Service Level Agreement

The purpose of this Service Level Agreement ("SLA") is to define the measurable performance levels for Precision Time and specify remedies available to Customer if Equinix fails to achieve these levels. The service credits listed in the tables below are the Customer's sole and exclusive remedy for any failure of Precision Time.

- a) **Availability SLA. "Unavailability"** is defined as the duration of time in which Precision Time is unable to respond to Customer's time synchronization requests. This Availability SLA applies to both the NTP and PTP service types.

MONTHLY AVAILABILITY	CONSECUTIVE MINUTES OF UNAVAILABILITY	MRC CREDIT FOR EACH AFFECTED SERVICE
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%

- b) **PTP Accuracy SLA. "Accuracy"** is defined as the average deviation of the time signal provided by Precision Time, from Universal Time Coordinated ("UTC") across the entire month. This SLA only applies until the delivery point of the Precision Time PTP service, which is measured at the demarcation between the applicable Cross Connect and the Customer's Fabric port. This Accuracy SLA does not apply to the NTP service. Equinix will provide the following credits for degradation of Accuracy except during an event of Unavailability.

AVERAGE MONTHLY PTP ACCURACY	MRC CREDIT FOR EACH AFFECTED SERVICE
50-60 microseconds	2%
60-70 microseconds	5%
70-80 microseconds	10%
80-90 microseconds	50%
90-100 microseconds	75%
> 100 microseconds	100%

- c) General. In any calendar month, the maximum credit to which Customer will be entitled will not exceed one (1) month's MRC (or of prorated amount if applicable) for each Precision Time connection that experienced the Unavailability and/or deficient Accuracy. 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 and/or deficient Accuracy. 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 or failure to meet any minimum hardware or software requirements; (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 Equinix; or (e) occurs during a scheduled maintenance window

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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 Customer's use of Precision Time when performing scheduled maintenance. Equinix will use commercially reasonable efforts to inform Customer when there is a known accuracy degradation of the Precision Time PTP service. If other services provided by Equinix entitle Customer to an SLA and corresponding credits, and such service outage causes the Precision Time failure, Customer shall only be entitled to one credit.