

Effective Date: October 24, 2016

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.
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- 1.3 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.
- 1.4 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, operated from a remote platform within an Equinix IBX, outside of the Customer Area;

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

“**StaaS Portal**” means a secure private website accessible by the Customer to view, configure and manage its VPSAs;

“**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;

“**Engine(s)**” means the storage ‘control’ engine(s) selected by the Customer on the StaaS Portal, the type and size of which will be dependent on the processing and memory required to control the physical storage drives (the “**Drives**”);

“**VPSA(s)**” means one or more dedicated virtual private storage arrays (each comprised of a selection of Drives together with one or more Engines), created through the StaaS Portal in accordance with this Service Description.

2.2 *Set up and deployment*

2.2.1 In setting up the Service Equinix shall:

- (a) manage and maintain appropriate computer infrastructure to support the provision of a virtualised storage platform (the “**StaaS Infrastructure**”), to enable the Customer to create, manage and access its VPSA(s);
- (b) provide a DSaaS Link, following receipt of an order for the same from the Customer in accordance with paragraph 3.3 and
- (c) set-up and provide the Customer with access to the StaaS Portal via Customer-specific log-in details.

2.2.2 The Customer shall procure and configure its own VPSAs via the StaaS Portal by submitting a request for the Engine(s) and Drive(s) required. For the avoidance of doubt, unless otherwise agreed, Equinix will not be responsible for any set-up obligations other than those set out in paragraph 2.2.1.

2.3 *On-going management*

- (a) The functionality of the StaaS Portal will enable the Customer to:
- (i) reasonably change the scope of any existing VPSA (i.e. request a change to the types and/or quantities of the Drives and Engines which comprise a VPSA);
 - (ii) suspend use of any VPSA; and/or
 - (iii) submit a request to create new VPSAs,
- save that any request for a substantial volume of resources for any new or existing VPSA will be subject to the capacity of the StaaS Infrastructure. The Customer acknowledges that any such request will be subject to Equinix's prior approval and its ability to procure additional resources from a third party supplier in order to fulfil the Customer's requirements. Equinix has no liability for any failure or delay to provide additional resources to the extent such liability arises from any failure or limitations of any third party supplier to provide the same.
- (b) For the avoidance of doubt, the Customer shall be solely responsible for the on-going management of any existing VPSA (including the implementation of any required change to the configuration or scope of any VPSA) and the creation of any new VPSA.
- (c) 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 1 hour of Equinix engineers' time per Engine 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 separately order (and pay for) a link via a Cross Connect ("DSaaS Link"), to access the DSaaS Infrastructure from its Licensed Space.

3.4 The Customer must provide or separately order (and pay for) space within its Customer Area to collocate 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.

StaaS Failure (listed in minutes)	Service Credit (calculated as a percentage of the Variable Fees due to be paid by the Customer for the relevant calendar month in which the StaaS Failure occurred)
1 – 60	5%
61 – 120	10%
121 – 180	15%
181 – 240	20%
241 – 300	25%
301 – 360	30%
361 – 420	35%
481 – 540	45%
541 – 600	50%
601 – 660	55%
661 – 720	60%



721 – 780	65%
781 – 840	70%
841 – 900 (or above)	75%

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