

## VOCUS – EQUINIX (IBX CENTRE) | COLOCATION AND ECX FABRIC PLATFORM SERVICE SCHEDULE

### 1. DEFINITIONS AND INTERPRETATION

Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

**Associated Entities** means (i) each individual, company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with Customer or its Authorized Persons; (ii) any of Customer's end users; and (iii) Sub licensees.

**Authorized Person** means each person that is either: (a) included on the most recent list of persons designated by Customer to act on its behalf (e.g., access the Facility, place Orders) in accordance with Equinix' s then-current form and procedures; or (b) that accompanies an Authorized Person described in (a) while at an Facility, other than an Equinix employee.

**Colocation Space:** means area(s) made available to the Customer with permission to access and use. In either case, the space is licensed or made available pursuant to the Master Services Agreement and identified in the Service Order(s) as to the amount of space. Equinix and/or Vocus will determine at all times the exact location within the IBX Centre where the Colocation Space will be located and Equinix will notify Customer accordingly.

**Cross Connect:** means a physical or wireless interconnection within a Facility that (i) exits Customer's Colocation Space or (ii) connects Customer to another location within the facility.

**CSP** means Cloud Service Provider.

**Customer Portal:** means a web portal which allows customers to order certain Services, monitor requests, and manage user permissions.

**Customer's Equipment:** means all network, computer and other equipment or property provided, owned or controlled by Customer, Customer's Affiliates, Customer's Authorized Persons or Associated Entities (including wiring and connections between such equipment and Customer's demarcation equipment), excluding Cross Connects or Equinix' s demarcation equipment.

**ECX** means Equinix Cloud Exchange.

**ECX Fabric Connection** means a logical Ethernet connection between two or more ECX Fabric Ports on the ECX Fabric Platform.

**ECX Fabric Platform** means Ethernet routing and switching infrastructure provided by Equinix.

**ECX Fabric Ports** means Ports on the ECX Fabric Platform as specified in the applicable ECX Order.

**ENNI** means External Network-to-Network Interface that provides the capability to exchange Ethernet frames.

**Equinix** means the owner or operator of the Facility listed in the Service Order.

**Excess Power Rate** means the rate specified in the Service Order or the rate determined by Vocus from time to time for power consumption over and above the stipulated allowance in the Service Order.

**IBX Centre** or Facility, means the Data Centre premises set out in the Service Order.

**Service** means the services to be supplied by Vocus as described in this Service Schedule or the Service Order.

## 2. ORDERING AND PROVISION OF COLOCATION SPACE AND SERVICES

- 2.1 Customer may request Colocation Space and Service(s) in an IBX Centre by placing Service Order(s) with Vocus. Upon agreement of Service Order(s), Vocus shall coordinate Colocation Space and Services for the Customer in a professional and workmanlike manner in accordance with the Agreement (including the Vocus SLA) between Vocus and the Customer. For any Service Order(s) for Services not covered by Vocus SLA, additional Product Policies may apply.
- 2.2 Customer will comply with the Policies referenced in this Service Schedule, which may be modified from time to time. If any Policy is modified in such a way that has a materially adverse effect on the Customer's use of the Colocation Space or the Services, Customer may terminate the affected Colocation Space or Service(s), provided that Customer gives notice of termination within five (5) days from the date when such changes are notified to the Customer.

## 3. COLOCATION AND INTERCONNECTION

Colocation Space is situated within the IBX Centre listed on the Service Order and includes the following features:

a. **Access Controls.** Equinix shall establish and maintain appropriate physical, technical and organizational safeguards and controls which, in Equinix' s sole discretion, are designed to protect the security of the (a) IBX Centre, (b) the Colocation Space which contains Customer's Equipment, and (c) the Services (collectively, "**Safeguards**"). Safeguards will include the following:

- i. **Building Perimeter Security** - Equinix continually monitors all entrances and exits to each IBX Centre. Specific architectural features and physical construction of individual IBX Centres provide additional security and differ by location.
- ii. **Colocation Area Security** - Within each IBX Centre, the colocation area is protected by additional security measures to form multiple layers of security. Equinix employs appropriate facility access controls to limit physical access to the Colocation Space, and examples of such access controls include: visitor access authorization and validation via customer administrators and security officers, security mantraps, biometric readers and access card readers, locking cabinets, and extensive monitoring by video and/or IBX Centre site staff.
- iii. **Private Cage** - Customer may select a private cage with access to the private cage restricted only to authorized personnel by means of an additional card reader or biometric scanner on the cage door.
- iv. **Secure Cabinet** -- Customer may select a secure cabinet with access to the secure cabinet restricted only to authorized personnel by means of an additional locking mechanism on the cabinet door.
- v. **Security Systems** - Equinix will use business systems designed to optimize security and such other security measures that Equinix deems appropriate.

b. **Security Breach Notifications.** Equinix or Vocus will contact Customer via phone or email of actual or attempted unauthorized access of Customer's Colocation Space (i.e., private cage or cabinet) ("Breach") within twenty-four (24) hours of discovery, or as soon as is practical given the circumstances. In the provision of Colocation Space and Services, Equinix does not manage nor monitor Customer's Equipment and does not monitor any Cross Connects. Customer is solely responsible for monitoring Customer's Equipment and its network traffic.

c. **Electrical Power.** Equinix has designed electrical power delivery systems to provide an uninterrupted supply of electrical power through various primary and secondary supply mechanisms. For electrical power delivery to the Colocation Space, Customer may choose between the following configurations:

- vi. Non-Redundant Power - Electricity delivered via one (1) power circuit.
- vii. Redundant Power - Electricity delivered via two (2) power circuits from two

different power busses.

- d. **Climate Control.** Equinix controls the climate in the colocation area and is designed to provide a predictable and consistent environment as follows:
  - Temperature - Temperature is controlled to be between 18°C (64.4°F) and 27°C (80.6°F).
  - Relative Humidity - Relative Humidity is controlled to be between 25% and 65%.
- b. **Cross Connects.** Customer can order Cross Connects by placing a Service Order with Vocus. Cross Connects permit Customer to connect Customer's Equipment to other Equinix customer equipment or Equinix interconnection exchanges located within an IBX Centre or between IBX Centres on a single Equinix campus. Cross Connects are available in multiple media types.
- c. **Smart Hands.** At Customer's request, Vocus will organise Smart Hands for a fixed charge as outlined in the Service Order. Smart hands will provide remote support of Customer's Equipment within an IBX Centre. Smart Hands only consists of visual and physical support of hardware (i.e., no application support or access to Customer Data). Smart Hands examples include: assisting Customer with moving Customer's Equipment and unpacking from boxes; labelling equipment and cable connections; inventorying Customer's Equipment; and installing cabling between or from Customer's Equipment to Customer's demarcation equipment. Customer may purchase smart hand support in blocks of 10 hours in advance.
- d. **Customer Portal.** Customer may request access to the Customer Portal which will offer a certain degree of operational view of the Colocation Space licenced to the Customer. Customer Portal access may allow the Customer to open work visit tickets and schedule shipments; access standard self-service reports (e.g., user authorizations, install base, maintenance and incident notifications, and trouble ticket submissions; and manage physical access to the IBX Centre and the Colocation Space.
- e. **Maintenance.** Equinix maintains its IBX Centre via a comprehensive, coordinated program of preventive maintenance. Maintenance activities are fully scripted, scheduled, reviewed, and approved by Equinix operations and engineering management prior to execution of the work. Vocus or Equinix will use reasonable efforts to provide Customer with maintenance notifications in accordance with the following timeframes, but failure to do so will not entitle Customer to credits. Equinix will use commercially reasonable efforts to minimize disruption to the Services when performing maintenance.

#### 4. **RIGHT OF ACCESS**

- 4.1 Subject to the terms and conditions of the Master Services Agreement, Customer will have access to the Colocation Space twenty-four (24) hours per day, every day of the year. Customer will ensure that it and all Authorized Persons and Associated Entities that have access to an IBX Centre will comply with the IBX Policies. Customer will maintain throughout the Term the legal right and authority (including regulatory consents) to operate, configure, install, maintain and repair Customer's Equipment.
- 4.2 Customer authorization is required for Customer and all Authorized Persons to access the Colocation Space. Only those Authorized Persons who are so designated by Customer are permitted to access the Colocation Space on Customer's behalf. Customer will be responsible and liable for all acts or omissions of Customer's Authorized Persons, Associated Entities and for any equipment or services not provided by either Equinix or Vocus. Customer will indemnify, defend and hold harmless Vocus and its Affiliates, owners, officers, directors, employees, and agents from and against any and all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses) for third-party claims brought by, arising from or related to Customer's Authorized Persons or Associated Entities.
- 4.3 This Agreement is not intended to and does not constitute a lease of any real or personal property or a grant of any other real property interest. Customer acknowledges and agrees that Colocation Space and Services provided in a common law jurisdiction, it is granted only a license to use the

Colocation Space in accordance with this Agreement; and Customer's Equipment will not be construed as fixtures or fittings.

## **5. REMOVAL OF CUSTOMER'S EQUIPMENT**

- 5.1 Customer will remove all of Customer's Equipment on or before the expiry or termination of the applicable Service Order from the IBX Centre. If Customer fails to remove Customer's Equipment as required by this Section within five (5) days from the termination or expiration of the Service Order-Vocus or Equinix may immediately remove and return Customer's Equipment to Customer at Customer's risk and expense. If Vocus or Equinix are unable to make arrangements to return Customer's Equipment after attempts to contact Customer, or if Customer fails to pay for the shipping costs, Vocus may consider Customer's Equipment to be abandoned under the laws of the jurisdiction where the abandoned property is located. Without limiting any available legal remedies, Vocus may, at Customer's risk and expense: (i) immediately remove Customer's Equipment and store it at an on-site or off-site location; or (ii) upon thirty (30) days' prior written notice to Customer, liquidate or otherwise dispose of such Customer's Equipment and retain the proceeds.

## **6. THIRD PARTY CIRCUIT PROVISION AND CROSS CONNECTION**

- 6.1 Vocus recognises the needs of its Customers for 3rd party network connectivity and Vocus takes no responsibility, nor makes any performance guarantees for such circuits.
- 6.2 Only Equinix approved 3rd party network connectivity providers will be permitted to deliver connectivity to the Customers Colocation Space within the IBX Centre.
- 6.3 The Customer must order their own services from the 3rd party provider.
- 6.4 Connection of the 3rd party service from the 3rd party point of presence in the IBX Centre to the Colocation Space will be provisioned by Equinix in accordance with their standards, procedures and practices. Such connections may incur an ongoing fee. The Customer must pay to Vocus the agreed fee for cross connects to a third party Service.

## **7. OPERATIONAL AUDIT**

- 7.1 Customer may request Vocus to organise a confidential audit of Customers Colocation Space and the common areas of the IBX Centre. The frequency of such request will be no more than once in any consecutive twelve (12) month period and at Customer's sole expense and may incur once-off Smart Hands charges. Such audit will take place on an agreed date and time (during normal business hours), subject to reasonable postponement by Equinix. Unless otherwise agreed, the scope of the audit will only consist of Auditors visiting the IBX Centre and reviewing of regularly-prepared records regarding the operation of the IBX Centres in order to verify that an IBX Centre is operated in compliance with this Agreement. Customer agrees that:
- (i) such audits shall not adversely affect other customers with the Facility or operation of the IBX Centre;
  - (ii) all Auditors shall comply with all applicable Policies during such audit; and
  - (iii) Customer shall ensure that any third party Auditors treat all of the Confidential Information disclosed as a result of such audit in the same manner Customer is required to treat such Confidential Information, or signs a non-disclosure agreement with Vocus or Equinix. For purposes of this Section, "Auditor" shall mean any of Customer, Customer's third-party auditors or any regulatory examining authority having jurisdiction over Customer that participates in an audit described in this Section.

## **8. INCIDENT MANAGEMENT**

- 8.1 Equinix will maintain sufficient capability, systems, and processes to promptly respond to and address incidents within the IBX Centre that affect, or have the potential to affect, the Licensed Space and Services or the operation of the IBX Centre. Equinix monitors the critical equipment providing the Services and alerts staff to investigate and take appropriate and timely corrective action for power, environmental, security, fire suppression, and life safety incidents. If Equinix becomes aware of an incident that affects the Licensed Space and Services, it will take all

reasonable measures to ensure mitigation of harm to life and property including but not limited to disconnecting or relocating Customer equipment. Equinix or Vocus will make reasonable endeavours to inform customers of any such incidents within 30 minutes of discovery, or as soon as practicable given the circumstances. Customer may request for regular updates from Vocus or Equinix. Such updates may also be available through the Customer portal.

## 9. **EQUINIX CLOUD EXCHANGE FABRIC**

- 9.1 Customers may order an Equinix cloud fabric connection by placing a Service Order. Vocus will organise for Equinix to provide the Customer with ECX Ports on the ECX Fabric Platform that will permit Customer to enable ECX Connections over an ENNI.
- 9.2 Customer may establish a Redundant Configuration (Table 1 – Vocus SLA Third Party Data Centres) by purchasing dual ECX Ports to establish dual ECX Fabric Connections to the same CSP or other Equinix customer in the same metro. Some CSPs may require dual ECX Fabric Ports. All other configurations are considered Non-Redundant (Table 2 – Vocus SLA Third Party Data Centres).
- 9.3 Configurations or connection requests to CSPs or other Equinix customers located in a different metro will incur additional fees.
- 9.4 Customer acknowledges and agrees that Equinix will at all times retain all title to and ownership of the ECX Fabric.
- 9.5 **Customer Responsibilities.** Customer must:
- a. Provide and keep current valid contact information (including phone number and email address) for both a primary and an operational or technical representative of the Customers organisation.
  - b. Provide technical configuration details
  - c. Comply with all technical specifications and policies as provided by Equinix from time to time.
  - d. Only connect its own equipment to the ECX Fabric Platform.
  - e. Customer **must not**:
    - i. Conduct illegal activities through the ECX Fabric Platform.
    - ii. Conduct any activities that interferes with or impairs the equipment or connectivity of any other Customer on the ECX Fabric Platform.
    - iii. Obtain or attempt to obtain unauthorized access to the ECX Fabric Platform, or circumvent or attempt to circumvent any applicable security features.
    - iv. Connect any equipment that is owned or controlled by a third party.
    - v. Reverse assemble, reverse compile or reverse engineer the ECX Fabric Platform, or otherwise attempt to discover any ECX Fabric Platform source code or underlying proprietary information.
  - f. If any of Customer's acts or omissions violate any provision set forth herein or in the applicable Service Order, Vocus or Equinix may take reasonable action to correct any problem such violation may cause, including suspending or, upon ten (10) days prior written notice, terminating Customer's use of the ECX Fabric Platform.
  - g. Customer is solely responsible for maintaining its own interconnection agreements with other customers to establish ECX Fabric Connections and exchange traffic, and Vocus or Equinix are not responsible in any way such agreements, including for establishing or monitoring such relationships, whether bilateral or multilateral.
  - h. Customer will indemnify and hold harmless Vocus and its partners from any liability, costs and damages (including attorneys' fees and costs) arising from claims relating to Customer's third party interconnection agreements or other peering relationships with third parties.

**10. EQUINIX AND VOCUS POLICIES**

10.1 Equinix's Global Policies (available online and as amended from time to time: <https://www.equinix.com/resources/product-documents/libx.policies>) and other Vocus Policies are incorporated in this Service Schedule and can be provided upon request.

---