

This Service Schedule (including the Annexes) sets out the Service Description and service levels that apply to the Services.

## 1 SERVICES DESCRIPTION

---

- 1.1 Equinix Digital Services by Telstra (**Digital Services**) allow you to deploy digital infrastructure securely and rapidly with virtual network services, Timing-as-a-Service and automated bare metal powered by software-defined interconnection.
- 1.2 We offer the following Digital Services:
- (a) Equinix Fabric – connect digital infrastructure and services on demand at software speed via secure, software-defined interconnection;
  - (b) Equinix Metal – make infrastructure your competitive advantage with on-demand, high performance bare metal, directly integrated with Equinix Fabric;
  - (c) Equinix Network Edge – get virtual services that run on a modular infrastructure platform while reducing complexity, cost and increasing ease of management;
  - (d) Equinix Precision Time – get global, precise and secure Time-as-a-Service application for distributed enterprise systems through; and
  - (e) Equinix Internet Access - provides superior, resilient and low-latency internet connection with scalable bandwidth options.

## 2 ACCESS AND USE

---

### Provision of Access

- 2.1 Subject to and conditioned on your payment of Charges and compliance with all the terms and conditions of this Service Schedule, unless otherwise specified herein, we hereby grant you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Digital Services during the term solely for internal business operations by Authorized Users in accordance with the terms and conditions herein. Usage is limited to the unit of measure stated in the Service Order Form and/or Product Policy. If Customer exceeds the specified unit of measure, Telstra may charge Customer for any such overage.

### Documentation License

- 2.2 Subject to the terms and conditions contained in this Service Schedule, Telstra hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the term solely for your internal business purposes in connection with use of the Digital Services.

### Downloadable Software

- 2.3 Use of the Digital Services may require or include use of downloadable software. Telstra grants you a non-transferable, non-exclusive, non-assignable, limited right for Authorized Users to use downloadable software we provide as part of the Digital Services. Such downloadable software may be subject to additional terms and conditions. Any Third-Party Products that consist of downloadable software are subject to the terms of clause 3.3.

### Use Restrictions

- 2.4 You shall not, and shall not permit any Authorized Users to, use the Digital Services, any software component of the Digital Services, or Documentation for any purposes beyond the scope of the access granted in this Service Schedule. Except to the extent permitted by applicable law which is incapable of exclusion by Service Schedule by the parties, you shall not at any time, directly or indirectly, and shall not permit any Authorized Users to:

- (a) copy, modify, or create derivative works of the Digital Services, any software component of the Digital Services, or Documentation, in whole or in part;
- (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Digital Services or Documentation except as expressly permitted under this Service Schedule;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Digital Services, in whole or in part;
- (d) remove any proprietary notices from the Digital Services or Documentation;
- (e) use the Digital Services or Documentation 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 or could cause reputational harm to Telstra;
- (f) use the Digital Services to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;
- (g) interfere with or disrupt the integrity or performance of the Digital Services;
- (h) access the Digital Services in order to build a competitive product or service or to copy any features, functions or graphics thereof;
- (i) perform stress testing of the Digital Services for malicious purposes; and
- (j) use the Digital Services to store or transmit libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.

### **Aggregated Statistics**

- 2.5 Notwithstanding anything to the contrary in this Service Schedule, Telstra may monitor Customer's use of the Digital Services and collect and compile data and information related to Customer's use of the Digital Services to be used by Telstra in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Digital Services (**Aggregated Statistics**). As between Telstra and you, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by Telstra. For the avoidance of doubt, Aggregated Statistics shall not include Customer Data.

### **Reservation of Rights**

- 2.6 Telstra reserves all rights not expressly granted to Customer in this Service Schedule. Except for the limited rights and licenses expressly granted under this Service Schedule, nothing in this Service Schedule grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Digital Services or Documentation.

### **Product Policies**

- 2.7 Each Party will comply with the Product Policies. Telstra or its vendor may modify the Product Policies from time to time effective upon posting to its website. If Telstra or its vendor modifies a Product Policy in a way that materially adversely affects Customer's use of the applicable Digital Service, Customer may terminate the affected Digital Service, provided that Customer gives notice of termination within ten (10) days from the date of Telstra's or the vendor's posting.

### **3 CUSTOMER OBLIGATIONS**

---

#### **Acceptable Use**

- 3.1 Customer acknowledges and agrees that Telstra is not obligated to monitor or police communications, Customer Data or any other data transmitted through the Digital Service and that Telstra will not be responsible for the content of any such communications or transmissions. Customer and its Authorized Users will use the Digital Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer will keep confidential and not disclose to any third parties and will ensure that Authorized Users keep confidential and do not disclose to any third parties, any user identifications, account numbers and account profiles.

#### **Passwords and Access Credentials**

- 3.2 You are responsible for keeping passwords and access credentials associated with the Digital Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials. Customer understands and agrees that:
- (a) Telstra assumes no responsibility for the supervision, management or control of Customer's or Authorized User's passwords and access credentials;
  - (b) Telstra assumes no responsibility for any fraudulent or unauthorized use of any portion of the Digital Services through Customer's account; and
  - (c) Telstra disclaims all liability arising out of any use of or failure to protect passwords or access credentials or any fraudulent or unauthorized access to or use of any portion of the Digital Service through Customer's account.

#### **Third-Party Products**

- 3.3 The Digital Services may permit access to or purchase of Third-Party Products. For purposes of this Service Schedule, such Third-Party Products are subject to their own terms and conditions and are not part of this Service Schedule. Such terms and conditions may be presented to Customer for acceptance within the Digital Services by website link or otherwise or Customer may have agreed to such terms and conditions separately directly with the Third-Party Product Provider. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install, access, purchase or use such Third-Party Products. Customer represents and warrants that it is using such Third-Party Products in compliance with its agreement with such Third-Party Product Provider.

#### **Customer's Responsibilities**

- 3.4 Customer will:
- (a) be responsible for Authorized Users' compliance with this Service Schedule and for any other activity (whether or not authorized by Customer) occurring under Customer's account;
  - (b) prevent unauthorized access to or use of the Digital Services under its account, and notify Telstra promptly of any such unauthorized access or use; and
  - (c) provide and keep valid contact information for each Digital Service 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 providing Telstra with technical configuration details upon request.
- 3.5 If Customer fails to perform any of its obligations under this Service Schedule or Telstra is prevented, delayed or otherwise unable to perform any of its obligations due to any other act or

omission of Customer (**Customer Default**) then, in addition to any other rights and remedies under other provisions of this Service Schedule or at law, including the right to claim damages in the event of a Customer Default, Telstra shall be entitled to rely on such Customer Default as relieving it from the performance of any of its obligations and/or invoice Customer for Charges for the Digital Service rendered notwithstanding the Customer Default.

---

#### **4 SERVICE LEVELS**

- 4.1 Subject to the terms and conditions of this Service Schedule, Telstra shall make the Digital Services available in accordance with the service levels available in the applicable Product Policy.

---

#### **5 CONFIDENTIAL INFORMATION**

- 5.1 Neither Party grants the other Party the right to use its trademarks, service marks, trade names, copyrights, other Intellectual Property Rights or other designations in any promotion, publication or press release without the prior written consent of the other Party in each case. Either Party may publicly use the other Party's name and logo to refer to the other Party as a vendor or customer as the case may be, such use to comply with any applicable usage guidelines that are published or made available by the other Party upon request and with prior approval.

---

#### **6 INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK**

- 6.1 As between Customer and Telstra:
- (A) Telstra owns all right, title, and interest, including all Intellectual Property Rights, in and to the Digital Service and Documentation, related knowledge or processes, and any derivative works thereof; and
  - (B) Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. If Customer or any of Customer's employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Digital Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (**Feedback**), all such Feedback is and will be treated as non-confidential. Customer hereby assigns to Telstra, and shall cause its employees, contractors, and agents to assign, all right, title, and interest in, and Telstra is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although Telstra is not required to use any Feedback.

---

#### **7 LIMITED WARRANTY AND WARRANTY DISCLAIMER**

- 7.1 You warrant that you own all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data, and that both the Customer Data and your use of the Digital Services are in compliance with this Service Schedule.
- 7.2 EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, THE DIGITAL SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND TELSTRA SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TELSTRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TELSTRA MAKES NO WARRANTY OF ANY KIND THAT THE DIGITAL SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE,

SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

## **8 INDEMNIFICATION**

---

- 8.1 Customer shall indemnify, hold harmless, and, at Telstra's option, defend Telstra and its Affiliates from and against any and all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses) for third party claims related to:
- (a) Customer Data and End User Data;
  - (b) Customer's or any Authorized User's negligence or willful misconduct or use of the Digital Services in a manner not authorized by this Service Schedule; or
  - (c) Customer's use of any Third-Party Products in violation of any applicable third party terms and conditions; provided that Customer may not settle any such claim against Telstra unless Telstra consents to such settlement, and further provided that Telstra will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

## **9 TERM AND TERMINATION**

---

### **Term**

- 9.1 This Digital Services Service Schedule commences on the Service Start Date and will continue for the agreed initial term agreed in the relevant Service Order Form, unless terminated or renewed in accordance with the Agreement.
- 9.1A If a Service is cancelled or terminated for any reason other than for our material breach, including any termination by us as a result of your material breach, you must pay Early Termination Charges to an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the Services to you and that cannot be reasonably avoided by us as a result of the termination, which will not exceed an amount equal to 85% of MRC multiplied by the number of months (or part of a month) remaining in the Service Term.

### **Effect of Termination**

- 9.2 Upon termination of this Service Schedule or applicable Service Order Form, Customer's right to use the Digital Services and Documentation shall end. No termination of this Service Schedule will affect Customer's obligation to pay all Charges that may have become due prior to such termination.

### **Suspension**

- 9.3 Without limiting any other right Telstra may have, Telstra may suspend Customer's and any other Authorized User's access to any portion or all of the Digital Services if:
- (a) Telstra reasonably determines that:
    - (i) there is a threat or attack on any of the Digital Service;
    - (ii) Customer's or any other Authorized User's use of the Digital Service disrupts or poses a security risk to Telstra, the Digital Service or to any other customer or vendor of Telstra; or
    - (iii) Customer or any other Authorized User is using the Digital Service for fraudulent or illegal activities; or

- (b) any vendor of Telstra has suspended or terminated Telstra's access to or use of any third-party services or products required to enable Customer to access the Digital Services.

9.4 Telstra shall use commercially reasonable efforts to provide written notice of any service suspension to Customer and to provide updates regarding resumption of access to the Digital Services following any service suspension. Telstra shall use commercially reasonable efforts to resume providing access to the Digital Services as soon as reasonably possible after the event giving rise to the Digital Services Suspension is cured. Telstra will have no liability for any damage, liabilities, losses (including any loss of profits or data), or any other consequences that Customer or any other Authorized User may incur as a result of a service suspension.

## **10 NOT USED**

## **11 BUSINESS CONTACT INFORMATION**

---

11.1 Customer acknowledges that Telstra and Telstra Affiliates will, by virtue of the performance of the Service Schedule, come into possession of BCI as a Data Controller (as defined under European laws and regulations or its equivalent under any local data protection and privacy laws). Customer acknowledges and agrees that Telstra and Telstra Affiliates may use, process and/or transfer BCI (i) in connection with the provision of Digital Services; (ii) to incorporate BCI into databases controlled by Telstra and Telstra Affiliates for the purpose of account administration, billing and reconciliation; operational maintenance and support activities; security, fraud detection and prevention; and, subject to BCI being previously anonymized, customer and market analysis and reporting; and (iii) to communicate to Customer by voice, letter, fax or email regarding products and services of Telstra or Telstra Affiliates. Customer may withdraw consent for the use, processing, or transfer of BCI as set out in (iii) above upon written notice to Telstra. Customer acknowledges that it has the right to access BCI upon written notice and have any agreed errors in such BCI rectified or deleted, or to request additional information on the use, processing, and/or transfer of its BCI.

11.2 Where BCI is to be transferred by Telstra and Telstra Affiliates from one country to another (including intra-group transfers to the United States or to any countries located within or outside the European Economic Area (EEA)) for the purposes set out above under this clause, Telstra shall ensure that all appropriate legitimization measures as required under applicable data protection and privacy laws such as (i) the entry into appropriate inter-company data transfer agreements based on the European Standard Contractual Clauses; (ii) the implementation of Binding Corporate Rules as defined under European regulations; and/or (iii) equivalent means of compliance, are in place to afford such transfer of BCI an adequate level of protection.

11.3 For the avoidance of doubt, Customer acknowledges that (i) the provision by Telstra of Digital Services in accordance with the Service Schedule does not involve any access by Telstra, or use, processing, monitoring, or performance of any operation of, or on, Customer Data and that (ii) as a result, Telstra does not act as Data Processor or Data Controller (as defined under European laws and regulations or its equivalent under any local data protection and privacy laws), with respect to such Customer Data, unless otherwise agreed to in writing by the Parties.

11.4 Customer undertakes to inform its agents, employees or any Authorized Person of the Digital Services such as its consultants, contractors or partners (i) that their BCI may be collected, used, processed and transferred by virtue of the performance of, and in accordance with, the Service Schedule; and (ii) of their rights regarding the processing of their BCI in accordance with this clause, and where applicable.

## **12 SUBCONTRACTING AND TRANSFER**

---

12.1 Telstra may permit any other Telstra Affiliate, independent contractor or other third party, to perform any of Telstra's obligations hereunder, provided that Telstra remains primarily liable for the performance of its obligations.

**13 DEFINITIONS**

---

Unless defined in the Agreement Terms, the following terms shall be defined as follow:

**Authorized User** means Customer and Customer's (or as applicable, an end user's) employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Digital Services under the rights granted to Customer pursuant to this Service Schedule and (ii) for whom access to the Digital Services has been purchased hereunder.

**Business Contact Information or BCI** means business contact data (including, but not limited to, data processed in CRM databases and data that may be used to identify Authorized Users) containing personal and/or private information relating to business contact information (mainly first name, last name, business phone numbers, business email and business address) of Customer, its agents, employees or any Authorized User of the Digital Services (including third-party consultants, contractors, partners, and End Users with whom Customer has a contractual relationship) and whose use, processing or transfer is regulated by law or regulation as "personal data." Business Contact Information does not include Customer Data.

**Customer Data** means information, data, and other content, in any form or medium, that is stored, submitted, posted, or otherwise transmitted by or on behalf of Customer, Customer's end user (as applicable) or any other Authorized User through the Digital Services, but excluding any Business Contact Information.

**Customer** means you or your.

**Documentation** means Telstra's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Digital Service which is made available to Customer.

**Digital Services** means the digital services, provided either on-demand or as part of a subscription, by Telstra under this Service Schedule that are reflected in the Service Order Form.

**Early Termination Charges** means the fees mentioned in clause 9.1A above.

**Product Policy** means then-current exhibits and policies specific to a Digital Service which are located online at ( <https://www.equinix.com/resources/product-documents> if applicable) or any other website as notified by us to you.

**Third-Party Products** means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into, accessible through or available to purchase with, the Digital Services.

**Telstra** means us, our and we.

## Annexure A – Country Specific Terms

### 1 COUNTRY SPECIFIC TERMS

- 1.1 Unless otherwise agreed, this Annexure A sets forth specific provisions that are applicable to a Service Order Form which is entered into by the Telstra Affiliate specified below and the Customer or Customer Affiliate identified in the Service Order Form. Notwithstanding anything to the contrary, this Service Schedule will be subject to any specific country-specific provisions listed below and which will supersede any conflicting provisions anywhere in the Service Schedule.

Country applicable to Service Region	Telstra Affiliate	Additional Terms
Brasil	Telstra do Brasil Soluções Tecnologia Em Informática Ltda	<p>a. Tendo em vista tratar-se de produto solicitado via Portal pelo próprio cliente e sem intervenção da Telstra, a contratada não se responsabiliza por eventual contratação dissociada das reais necessidades do cliente, tampouco pelo dimensionamento equivocado dos produtos contratados e escolhidos/ selecionados por ele.</p> <p>b. Para evitar dúvidas, a menos que de outra forma seja expressamente acordado neste contrato, a Telstra não será responsável por perdas ou danos de terceiros, responsabilidade do cliente perante terceiros ou por quaisquer danos que não possam razoavelmente ser previstos pela Telstra.</p> <p>c. A Ordem Telstra consiste na apresentação em papel timbrado da Telstra, devidamente numerada e datada, contendo a descrição dos serviços a serem prestados pela Telstra ao Cliente e as condições comerciais ajustadas, valendo como Proposta Comercial conforme art. 427 e seguintes do Código Civil Brasileiro.</p> <p>d. O Contratante declara possuir todos os poderes necessários para realizar a contratação em nome do Cliente, sob pena de aplicação da legislação Civil e Penal Brasileira.</p> <p>d. O idioma português deverá ser o idioma aplicável quando a contratação ocorrer por empresa brasileira.</p>
Australia	A Telstra entity set up in Australia	<p>For the purposes of providing or managing the Digital Services in a globally consistent manner, Customer consents and agrees that:</p> <p>(a) some activities, including but not limited to support activities such as Service Desk support, billing and account management may be undertaken or provided by Telstra via our global locations;</p> <p>(b) where Customer decides to purchase and use any services from Telstra that may store, enable access to or enable movement of data that the Customer holds on its servers or</p>

Annexure A – Country Specific Terms

		<p>equipment that is situated at or transiting to and from an IBX, then Customer consents to this data being accessed or (as the case may be) moved to, stored at and/or accessed from an offshore location as part of the provision of those services; and</p> <p>(c) Telstra, its related entities and their respective directors may be provided with information relating to the Customer and/or its use of the Digital Services.</p>
--	--	---