

CONTRACTS

INTERNET EXCHANGE RESELLER POLICY

April 29, 2019

This Equinix Internet Exchange Reseller Policy (“Policy”) supplements and sets forth additional terms and conditions governing a Customer (“Reseller”) who resells the Equinix Internet Exchange switch infrastructure (“EIX”) to any end user or third party (“End User(s)"). Any terms not defined herein will have the meaning given to them in the Order or the MCA.

1. Description of Products

- a. Equinix will provide Reseller access to the EIX Service as described in the EIX Policy, which can be accessed at <https://www.equinix.com/resources/product-documents/internet-exchange/>, and 24x7 support via the EIX Portal, which can be accessed at <https://ix.equinix.com/ixp/contactEquinix>.

2. Reseller Responsibilities

- a. Reseller may resell EIX to End Users provided that Reseller remains fully liable for any acts and omissions of the End Users. For avoidance of doubt, failure of an End User to pay Reseller or comply with this Policy or the EIX Policy will not prevent Reseller from complying with any of its obligations under the Agreement or liability to pay Equinix or to ensure compliance with the applicable Policy. Additionally, Equinix will not provide direct support to any End User.
- b. Reseller must: (i) comply with this Policy and ensure End User compliance with this Policy; (ii) obtain and maintain at Reseller’s cost all necessary authorizations, licenses, and permits to resell EIX; (iii) provide Equinix with any information relating to the resale of EIX as required by law; (iv) provide a current and active email address and phone number for a primary contact and a current and active email address and phone number for an operations contact, which should include a role account e-mail address (e.g., of a network engineer or routing engineer); (v) before the Order can be generated, provide the necessary End User information required for the VLAN such as ASN and contact information; (vi) have and use a registered ASN and ensure End User uses only a registered ASN; (vii) only use one unique MAC address per VLAN; (viii) use End User ASN when connecting to a single switch with more than one port in a Link Aggregation Group (“LAG”) configuration; and (ix) ensure that all router traffic from both the Reseller and all End Users contains only ARP, ICMP or unicast IPv4 or IPv6.
- c. Reseller must not, and must ensure End Users do not: (i) conduct any activity that could interfere with or impair the equipment or connectivity of any other customer; (ii) with respect to use of the EIX, take any action that circumvents payment to Equinix; (iii) use EIX to pass traffic between its Ports at different IBX Centers as all traffic on the EIX should be sent directly to or received directly from a separate peering network; (iv) bridge, in which the Reseller uses two Ports on the EIX and routes the traffic over any network other than the EIX, or (v) create a separate internet exchange using the EIX.
- d. If either Reseller or any End User violate the terms of this Policy or the applicable Order, Equinix may take reasonable action to correct any such violation, including quarantining the offending, individual VLAN, immediately suspending or, after ten (10) day prior written notice, terminating Reseller’s use of the EIX. Notwithstanding anything to the contrary, breach of 2.b.ii, 2.b.iii, 2.c.iv, or 2.c.v above may result in immediate termination.
- e. Reseller is responsible for negotiating and executing its own peering and/or private VLAN agreements with other Equinix customers and its End Users (“Reseller Relationships”). Equinix is not responsible for establishing or monitoring any Reseller Relationships. Reseller will indemnify and hold harmless Equinix and its customers from any liability, costs and damages (including attorneys’ fees and costs) arising from claims relating to Reseller Relationships, including any claims relating to its End-Users’ use of EIX. Equinix, at all times, retains all title to and ownership of the EIX.

CONTRACTS

INTERNET EXCHANGE RESELLER POLICY

3. Miscellaneous.

- a. This Policy, and the applicable Order(s), together with the MCA, represent the complete agreement and understanding of the Parties with respect to the EIX, and supersedes any other agreement or understanding, written or oral.