

# EQUINIX CUSTOMER PORTAL TERMS OF USE AND COOKIE POLICY

## Policies

1. The Equinix Customer Portal ("Portal") allows registered Customers to purchase Equinix Services and to gain access to relevant information about their relationship with Equinix. The specific terms and conditions related to the use of Services ordered by Customer on the Portal shall be governed by the terms of the Master Country Agreement (or similar agreement which governs Customer's purchase of Equinix's colocation services) between Customer and Equinix ("MSA") as further revised by the terms and conditions provided for such orders at the time the order is placed via the Portal.
2. Access to the Portal is provided only with an appropriate combination of a user name and password that complies with Equinix's policies (cumulatively, a "Password Combination"). Each Password Combination is specific to an individual and Customer agrees that no individuals shall provide their Password Combination to any other party. Further, to the extent that a Password Combination is used to transact business by a Customer or is compromised by an act of Customer or any party issued a Password Combination by Customer, Customer agrees to be fully responsible for all actions taken using such password and for all Service ordered. Where any misuse of a Password Combination is brought to the attention of Equinix and the results of such misuse are easily cured by a reasonable action of Equinix (for example, the termination of an order), Equinix agrees that it shall take reasonable actions to cure any misuse provided that Customer shall pay for all use of any product during the time it is available to Customer and shall pay all costs and fees associated with actions taken by Equinix, including without limitation third party fees, install fees and deinstallation fees. Further, any such misuse must be reported by Customer to Equinix within thirty (30) days of the date of the original inappropriate action otherwise Equinix is under no obligation to cure such misuse.
3. As the Portal is provided as a discretionary service to Customer, without limiting other remedies, Equinix may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate any individual or Customer's access to the Portal at any time at its sole discretion.
4. Customer agrees to comply with all applicable laws, statutes, rules and regulations relating to Customer's use of the Portal. The Portal and all materials, intangibles, code, look and feel, etc. related thereto is the intellectual property of Equinix. Pursuant to these terms, Equinix grants to Customer a license to display the Portal solely for its own internal business use in interacting with Equinix for the purposes of using or procuring the Equinix Services only and for no other purpose. This license is non-exclusive, non-transferable, and revocable at any time by Equinix.
5. The Customer acknowledges that the charts and information depicted on the Portal may, from time to time, be incomplete or inaccurate. They are indicative only and cannot be relied upon by the Customer to claim service credits. Any claim made by the Customer for service credits is subject to and governed by the terms and conditions set out in the Customer's Master Country Agreement.
6. Customer's use of the Portal is specifically subject to the terms of the MSA including without limitation all choice of law provisions, limitations of liabilities, disclaimers, indemnities, confidentiality, pricing increase terms, and other terms contained therein which shall be equally applicable to all transactions undertaken using the Portal. All information on the Portal shall be deemed to be Equinix Confidential for all purposes.