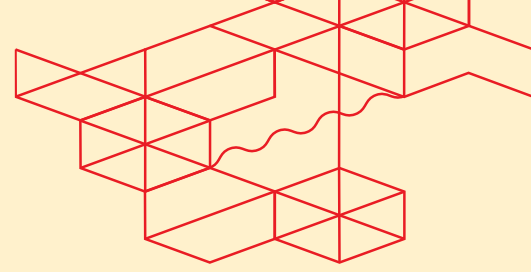


# Software Licensing (SWL) – Service Description

Version 1.1, October 2024

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## Software Licensing

Digital Infrastructure demands a less complex approach and outstanding governance to asset management. Companies need an easier, scalable, and agile IT consumption model and want to abstract the specific concerns with software guarantee, support and contracts.

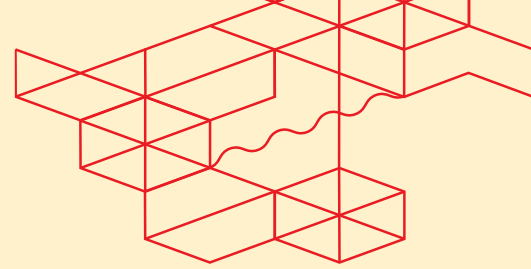
To meet those expectations Equinix offers the Software Licensing service (“Service”) that simplifies customers' digital supply chains by consolidating licensing and support contracts from different suppliers brought together in one place.

The Service provides customers with software licenses for its exclusive use, as authorized by the respective intellectual property rights holders, by installing them on Equinix-owned and/or managed infrastructure hosted inside our IBXs.

The customer acknowledges and agrees that if it has received software licenses from Equinix, they do not own these software licenses and agrees to adhere to the terms and conditions of all software licenses of Equinix and third-party software utilized by Equinix to supply the service.

Equinix will follow vendor standards, software license rules and lifecycle management and any changes recommended by the vendor may be immediately applied by customers.

The Service will not be provided standalone or outside Equinix IBXs. The Service is primarily offered for workloads running on Managed Private Cloud, but it may also apply to other regionally available platforms and use cases, depending on location.



## EMS – SWL Service Description – Version 1.1

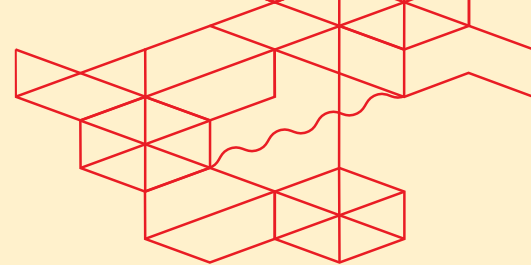
### Service Options

To help customers to simplify their IT environments, Equinix offers a complementary option for those who want to use specific software within our platforms and solutions. The Service includes several versions of software licenses from different vendors. The offer is based on the licensing only and covered in global agreements between Equinix and homologated software vendors.

The specific description, such as vendor, name and model of the software to be installed, unit of measure (UOM), committed quantity and price will be included in the Equinix Order.

SOFTWARE VENDORS	AVAILABLE WORKLOADS
Microsoft	Managed Private Cloud Single Tenant
Red Hat	Managed Private Cloud Single Tenant
VMware by Broadcom	Confirmation required

Other vendors may be available in specific locations, and specific rules and availability may vary according to the location.



## EMS – SWL Service Description – Version 1.1

### Purchase Units

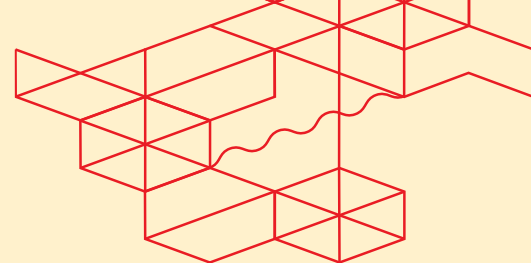
The Service offer is billed through a Monthly Recurring Charge (MRC) according to the expected number of software licenses for monthly consumption in their environment, defined in contracting phase.

The Service is offered as follows:

- **Baseline:** The number of software licenses expected for monthly consumption is defined during contracting. This modality has a fixed monthly recurring charge based on the number of software licenses contracted. Increasing the number of software licenses requires a contractual amendment.
- **Overage:** The minimum number of licenses expected for monthly consumption is defined during contracting. This modality allows excess consumption without a contractual addendum. The extra charge only applies to the number of excess software licenses used, defined at the time of contracting.

Baseline and Overage modalities have a recurring charge based on the contracted quantity. The Overage modality may be available only for specific manufacturers and includes a variable, proportional charge if the customer exceeds the number of software licenses contracted at the end of the month.

Equinix may apply price increase to the contract according to vendor pricelist update or due to exchange rate variations, independent on the price increase cycle that applies to customer contract. No early termination is allowed, and the customer must commit to the full remaining months in case of earlier cancellation. Automatic renewal may not apply to some specific software licenses.



## Roles & Responsibilities

### Onboarding Phase

The Service must be bound to the hardware or platform in which it was initially installed by Equinix and must be allocated to Equinix Data Centers. Customer cannot move any of the Service without authorization from Equinix.

If an audit is carried out and/or requested by the manufacturer, the customer shall allow Equinix and/or the software manufacturer to access the environment. No customer data may be accessed in such audit; it is carried out only for the purpose of controlling software license usage. Equinix is not obligated or able to supervise, monitor, or control the content or data transmitted or stored by the customer, and therefore shall not be held liable for such content including any violations of confidentiality, intellectual property agreements, or any illegal, immoral, or unethical disclosures made by the customer.

Any correction of the amount of the Service due to licensing rule violations is performed by comparing the amount contracted with the amount installed. In cases of noncompliance, the customer will be liable for any expenses imposed by the manufacturer.

Equinix offers a catalog with the software that might be licensed to run the workload. When applicable, Equinix reserves the right to install an application monitoring agent, usage meter application, or other recommended software on customer's environment or virtual machine to verify the difference between the software licenses offered by Equinix and those installed in the customer's environment, to comply with the software publisher's use rights, and for periodic validation.

The monitoring agent only collects the licensing information related to the software offered by Equinix. It does not access or control the content of the customer's environment, regardless of whether this environment is managed by Equinix. The collected licensing information will be stored in an encrypted repository and treated as Confidential Information.

### Acceptance Into Service

Equinix only supports software versions supported by the manufacturer. The customer must respect the manufacturer's product life cycle and performing version upgrades upon notification.

When contracting the Service with Equinix, the customer has the right to use the software but does not own it; the software is owned by Equinix. Software versions updates covered by the vendor without any commercial change do not require an update to the Equinix contract. The execution of the update is not covered by this offering.

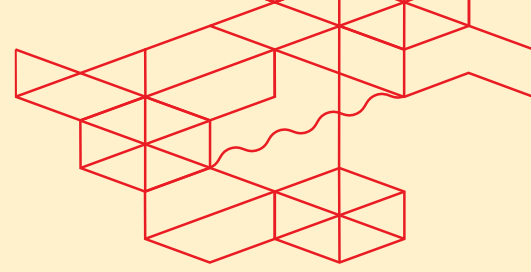
ACTIVITIES	EQUINIX	CUSTOMER
Ownership of the Software	R	I
Perform Version Upgrades	CI	RA

### Operational Phase

Equinix is not responsible for the operating features of the Service, and it shall not be held liable for any damage resulting from their malfunction to the customer or related third parties.

The customer represents and acknowledges that the software offered by Equinix are produced by third parties. These software licenses will be subject to the provisions set out by third parties, as described in the End User License Agreements (EULA), Product Use Right (PUR) or any document establishing the requirements granted by third parties. Any changes in values or version by the vendor may be passed on by Equinix to the customer.

ACTIVITIES	EQUINIX	CUSTOMER
Operating Features of Software Licensing		RA

**EMS – SWL Service Description – Version 1.1****Damage Caused by Software Malfunction**

I

R

**Applying Any Changes on Software License Versions**

CI

RA

**Compliance with the Provisions Established by Contractor Parties**

CI

RA

## Service Requests

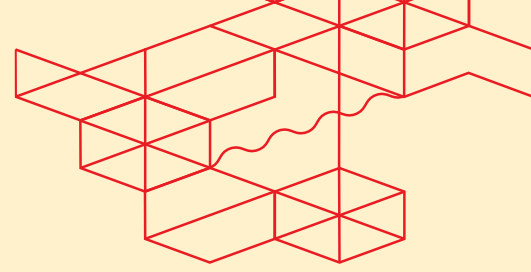
There are two types of service requests available.

- **Basic:** Service Requests which are in scope of the Service, no additional charges apply
- **Additional:** Service Requests which are out of scope of the Service, and therefore additional charges apply

SERVICE REQUEST	TYPE
Product Information	Basic
Request Basic Usage Information (Quantity)	Basic

In addition to the options listed above, additional services may be described in the Equinix Service Catalog or may be requested and evaluated to Equinix.

Third-party add-ons, non-standard configurations or service assurance events related to customer action or customer directed activity are exempt from support and may incur additional non-recurring fees.



## Service Levels

### Support

When you have an issue, please open a support case on Equinix Managed Solutions Portal according to the instructions [“Create a support case”](#).

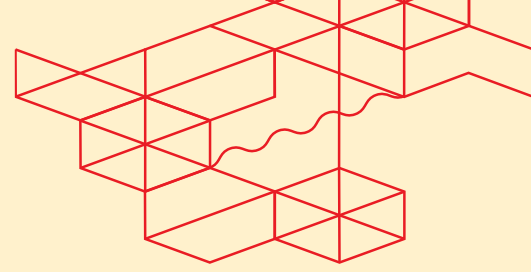
Available support case

- Solve Issues with SAM Agent
- Investigate and resolve problem

### Availability

The Service has no SLA. Equinix will not be responsible for any software failure or vulnerability caused by the Service.





## Other documentations

### Where to find more documentation?

You will find the most up to date documentation on [docs.equinix.com](https://docs.equinix.com) website.

### Where to find EMS policy?

You will find it on [our website](#).

## How to ask for help

Please make sure to open a ticket every time you need help. This is your guarantee that the right team has received your request and will work on that under the expected SLAs.