



Colocation Service – Service Level Agreement

COLOCATION SERVICE LEVEL AGREEMENT

1. SERVICE LEVEL STANDARDS

~~4.~~

~~1.2 AC Power Availability~~

2. CALCULATION OF CREDITS

~~2.1 Credits for Availability~~

3. PROCESS FOR CREDITS

~~3.1 Required Steps~~

~~3.2 Issuing Credits~~

4. EXCLUSIONS

~~4.1 Credit Restrictions~~

~~4.2 General Exclusions~~

5. DEFINITIONS

1. SERVICE LEVEL STANDARDS

~~1.1 **Overview.** This Service Level Agreement ("SLA") describes) identifies the performance criteria and support levels service level standards for the Colocation Service ("Service") provided by Verizon to the Customer. Under this SLA, Customer may request Verizon to grant credits ("Service Credits") for any failure to meet the quality parameters service level standards as defined in , and in accordance with, this SLA.~~

~~This SLA is submitted pursuant to the Master Services Agreement, the Internet Services Agreement or any other general terms and conditions provided by Verizon ("Master Agreement") and the Service Order for the Service (together the "Agreement"). This SLA shall be incorporated into and shall form part of the Agreement. Words and phrases defined in the Agreement shall, unless separately defined, have the same meaning in this SLA.~~

~~The Customer agrees that the SLA (where applicable) contains the **AC Power Availability**. Verizon will maintain the AC power Availability for Customer's sole and exclusive remedies for any performance-based claim relating to the Service, including any failure by Verizon to meet the specific obligations set out in the SLA.~~

~~2. SLA Eligibility~~

~~Customer will only be eligible for this SLA if:~~

- ~~• Customer keeps Verizon informed of current Customer contact details at all times.~~
- ~~• Customer contracts for an Initial Service Space as detailed below. For a dual power feed, the power availability commitment covers power to at Term of at least 12 months.~~



~~3. General Conditions~~

~~In order to make a valid claim for Service Credits, Customer needs to:~~

- ~~• open a trouble ticket within 72 hours of the fault, and~~
- ~~• make the claim in writing with a clear reference to the affected Service and trouble ticket number within **15 Business Days** (i) of opening the relevant trouble ticket; or (ii) if information maintained by Verizon is required in respect of the claim, from the one power feed at any one time when the required information is made available by Verizon.~~

~~The maximum amount of Service Credits payable to Customer in any calendar month under any and all commitments set out in this SLA, shall, in aggregate, not exceed 7/30 of the Monthly Rental Charge which, not including the Service Credit, would have been charged for the affected Service.~~

~~Service Credits shall be calculated by reference to the Monthly Rental Charge that Customer paid in the month prior to the month in which Customer requested the Service Credit and Verizon's records and data shall be the sole basis for all SLA calculations and determinations.~~

~~No Service Credits shall be payable to Customer if failure to meet a Service parameter outlined below is attributable to (i) Customer Equipment, applications or facilities, (ii) acts or omissions of Customer or any user of the Service authorized by Customer, or (iii) Force Majeure Events or other circumstances beyond Verizon's reasonable control or Emergency Works.~~

~~4. AC Power Availability~~

~~Dual Power Feeds~~

~~1.2 Where AC power is provided to the Customer's cabinet by dual power feeds, the AC power availability will be (and 100% to either power feed at any one time. Verizon does not commit to 100% AC guarantee power availability to from both power feeds at the same time -). If the Customer Equipment is capable of utilizing dual power sources feeds, Verizon recommends that both power feeds are connected to the Equipment at all times.~~

~~Single Power Feeds~~

~~Where AC power is provided to the Customer's cabinet by a single power feed, the AC power availability is 99.98% calculated over a period of one year from the Service Activation Date. If there is a power unavailability during the initial 12 months of service the Customer will be entitled to claim Service Credits only if the power unavailability exceeds 105 minutes in total.~~

~~Specific Conditions~~

~~Service Credits for dual power is only available where both power feeds are connected to the Customer Equipment and there is a failure of both power feeds simultaneously resulting in total power unavailability.~~

verizon[✓]

verizon[✓]

~~Outages will be counted as power unavailability only if Customer has opened a trouble ticket requesting an SLA investigation with Verizon technical support within 72 hours of the outage.~~

~~No Service Credits shall become payable where failure to meet the power availability parameter is due to Scheduled Maintenance.~~

~~Cabling used by the Customer must meet national electrical and fire standards and any specifications provided by Verizon.~~

~~Power Availability SLA Remedy~~

~~If Verizon fails to meet the power availability parameter in a twenty four hour period, Customer shall be entitled to claim a Service Credit equivalent to 1/30 of the Monthly Rental Charge for the Service affected by the outage. Except as set out in the paragraph below, the total Service Credit in any calendar month shall not exceed 7/30 of the Monthly Rental Charge.~~

~~5. Remote Hands Support Time to Respond~~

~~Remote Hands Support is subject to availability and applies only if ordered at an applicable Data Center.~~

~~Customer requests the Remote Hands Support by calling the Verizon Customer Care Service, who will in turn establish contact with the engineer. The Remote Hands engineer shall be available within 2 hours of the call during business hours and within 4 hours outside business hours ("Standard Response Time").~~



Number of minutes to respond in excess of the Standard Response Time Power Type	Service Credits as part of the Monthly Rental Charge for the Remote Hands Support Availability Standard
01—60 min Dual Power Feed	100% 1-day
61—90 min Single Power Feed	99.98% 2-days
91—120 min	3-days
121—150 min	4-days
>151 min	7-days

The total Service Credit in any week shall not exceed the equivalent of 7/30 of the Monthly Rental Charge for the Remote Hands Support.

6. ~~Cross-connects~~

2. CALCULATION OF CREDITS

2.1 Credits for Availability. When the Availability percentage falls below the applicable service level standard, Customer may be eligible for credits. Verizon will calculate credits by multiplying the MRC for the impacted Space by 25%.

3. PROCESS FOR CREDITS

3.1 Required Steps. Verizon will create a Trouble Ticket for most incidents. The measurement period for any service level standard starts from the time the Priority 1 Trouble Ticket is created. Additionally, Customer must make a written claim for credits within 15 days of the end of the month where the incident occurred and specify the Trouble Ticket number.

3.2 Issuing Credits. Upon Customer's request, Verizon will review any failure to meet the service level standard to determine the appropriate amount of credits. This amount will be credited to the Customer's account, appearing as a line item on a bill delivered within 90 calendar days following Customer's request. Credits or equivalent payments made by Verizon to Customer under this SLA are the sole and exclusive remedy available to Customer from any failure to meet a service level standard.

4. EXCLUSIONS

4.1 Credit Restrictions. Any period of downtime from the same set of events may not generate more than one credit for that downtime. Credits for any Space will not exceed 25% of the MRC for such Space. All measurements of service level standards will be suspended during scheduled maintenance. The scheduled maintenance procedure can be found at: www.verizon.com/business/support/service-assurance-user-guides/.

4.2 General Exclusions. In order to qualify for credits, a Trouble Ticket must be opened within 72 hours and Customer must refrain from causing any delays. No credits will be owed for any failure that results from: (a) a Force Majeure event, (b) Customer Equipment, (c) Customer providing incorrect or incomplete information; (d) Customer failing to provide confirmation when needed to close a Trouble Ticket; (e) cabling used by the Customer that fails to meet national electrical and fire standards or (f) a power grid failure



outside of Verizon’s control. No credit will be due if the service level standard is not met because of an act or omission on the part of the Customer, its contractors or vendors. Customer must be subject to a Service Commitment of at least 12 months to be eligible for credits. No credits will be available during any period where Customer fails to be covered by a Service Commitment of at least 12 months, at the time of determination.

5. DEFINITIONS

<u>Term</u> <u>Service Level</u> <u>Commitments</u>	<u>Definition</u>
Service Availability Standard	<p><u>99.8% Availability means, for any month, the percentage of time that AC power is available to a Customer Space. Availability is calculated by dividing (a) the total number of minutes with power in the month by (b) the total number of minutes without power in the month multiplied by 100.</u></p> <p><u>(minutes with power / minutes without power) x 100 = Availability</u></p>
Response Time - During business hours	2 Hours
Response Time - Outside business hours	4 Hours

~~The Service Availability is calculated between Customer cabinet to the demarcation point.~~