

**SERVICE LEVEL AGREEMENT**  
(ATTACHMENT TO MASTER SERVICES AGREEMENT)

This Service Level Agreement (“SLA”) governs Data Center Services (“Services”) provided under the Allied Colo Master Services Agreement (“MSA”) and applicable Service Order Form (collectively, the “Agreement”) agreed to by each user of the Services (“Customer”) and Allied Colo, LLC (“Allied Colo”). Allied Colo may supplement or amend this SLA without notice, with such changes being effective upon their posting to [www.AlliedColo.com/SLA](http://www.AlliedColo.com/SLA) and 30 days written notice by Allied Colo to Customer. The following guarantees are only applicable to those services originating within the data center and do not apply to any additional or external services that Customers may receive.

**Availability Guarantees**

Services will be measured on the basis of the following service level targets (“SLA Targets”): Allied Colo-owned hardware and power availability (“Availability”), change notification and implementation, mean time to repair (“MTTR”) and incident notification. This SLA provides for 24 hours per day, 7 days per week coverage of the SLA Targets as follows:

**Methodology**

**Availability.** The SLA Targets for Availability are as follows:

<u>Availability Target:</u>	<u>SLA:</u>
Site Availability	100%

Availability will be measured from the time a Critical or Major trouble ticket is opened by Customer and confirmed by the Allied Colo Network Operations Center (NOC) to the time network access is restored, based on the average of actual minutes of site, network or power availability as a percentage of the corresponding total available network minutes for the month in which the non-conformance occurs, and will be calculated as follows:

$$\text{Availability} = ((\text{Calendar Month Minutes} - \text{Excluded Minutes} - \text{Outage Minutes}) / (\text{Calendar Month Minutes} - \text{Excluded Minutes})) \times 100.$$

“Calendar Month Minutes” shall be calculated using the actual number of days in the month in question, multiplied by 24 hours per day, multiplied by 60 minutes per hour. For example, the month of September would contain 43,200 Calendar Month Minutes: 30 days \* 24 hours per day \* 60 minutes per hour.

“Excluded Minutes” include:

- 1) Time spent waiting for Customer to respond to Allied Colo support personal during repair period.
- 2) Time spent waiting for Customer or Third Party technical support contracted by the Customer to make necessary repairs, patches, or software updates.
- 3) Time spent waiting to access Customer premise or cabinet due to access control procedures set by Customer.
- 4) Time spent waiting for Customer to confirm efficacy of repair work conducted by Allied Colo support personnel.

The equipment and cabling used by Customer must meet any specifications provided by Allied Colo, shall be capable of using dual power sources and must not be allowed to exceed the power rating identified by the manufacturer.

Low, Minor, or non-service affecting issues will not be counted against Outage Minutes.

**Other SLA Targets.** Other SLA Targets covered under the SLA include: change notification or implementation, mean time to repair (“MTTR”) and incident notification, which will be measured on a commercially reasonable efforts basis as follows:

## **Mean Time To Repair (MTTR)**

### Classification of repair item:

- Low/Information: no timeframe.
- Minor: 24 hours or less.
- Major: 8 hours or less.
- Critical: 4 hours or less.

Definition of Classification: Allied Colo shall take notice of severity level of repair from Customer, but will assess and classify the level of repair based on its own assessment. In assessing the level of repair classification, Allied Colo will utilize the following categorizations:

- Low/informational - A notification of information and not a repair item;
- Minor - A notification of a normal repair item with low impact and/or individual user impact;
- Major - Service impact of item of at least 50% with little to no workarounds; or
- Critical - Out of service/potentially revenue impacting for Customer's business.

Receipt notifications: Receipt notifications will occur within 20 minutes of Customer notification of outage event. Email notification only assures that the incident has been noted, but Customer must receive positive, direct notification from the Allied Colo Customer Support Center to ensure the service-affecting event has been properly categorized and logged by Allied Colo. Time waiting on Customer responses, or items, necessary to resolve issues will be excluded from the MTTR measurement.

## **Incident Notification**

Incident Notification target is within 20 minutes.

Notification - 24 hours.

Implementation (logical) - 2 to 5 business days.

- Other changes are dependent upon equipment availability from the vendor source.

## Service Credits

If Allied Colo does not meet its Availability SLA Targets for any one (1) month as calculated by the Availability calculation, Customer may apply for a service credit (“Service Credit”), for the month in which non-conformance occurred, proportional to the Service nonconformance up to the percentage set forth in the table below, multiplied by the base monthly recurring charge, excluding taxes, fees, surcharges and other similar charges, (“MRC”) for the Service elements responsible for the non-conformance, subject to any limitations and/or exclusions in this SLA, as follows:

Duration of Service Outage	Percentage Credit
Less than 5 minutes	25% of the MRC
5 minutes up to 12 hours	50% of the MRC
12 hours up to 24 hours	75% of the MRC
24 hours or greater	100% of the MRC

To be eligible for a Service Credit, Customer must: (i) properly request that Allied Colo open a trouble ticket documenting the non-conformance and (ii) request the Service Credit within seven (7) days after the closing of the billing cycle in which the trouble ticket is closed by emailing [support@AlliedColo.com](mailto:support@AlliedColo.com) with “Service Credit Request” in the subject field. Each Service Credit request must reference the circuit identifier(s) for the Service element(s) responsible for the non-conformance, the associated trouble ticket number(s) and include any corroborating data or information.

Service Credit requests will be evaluated in relation to the respective accumulated Availability statistics for the month during which the non-conforming event is alleged to have occurred. Service Credit requests that encompass multiple months will be prorated in accordance with the relevant statistical accumulations for each month. Allied Colo shall have thirty (30) business days from the end of the month in which the request is submitted to respond to Customer. Service Credit requests approved by Allied Colo will be credited to Customer’s Allied Colo account during the billing cycle beginning not less than ten (10) business days after approval.

### Service Credit Limitations and Exclusions

Service Credit requests will not be accepted for open trouble tickets. Customer may not receive more than one Service Credit per month for any SLA Target non-conformance involving a particular circuit element. Multiple instances of nonconformance for the same circuit element during a given month will not be eligible for multiple Service Credits, however, if approved, will be applied toward the accumulated monthly statistics for Power Availability. Service Credits will not be available if Customer fails to request a trouble ticket or for Service terminated by Customer.

Service Credits will be Customer’s exclusive remedy for any Service non-conformance or defect and under no circumstances will Customer be entitled to any refund or other payment for a violation of this SLA. Service Credits may not be transferred or applied to another account.

Service Credits are not available for scheduled maintenance or upgrades to the Allied Colo facilities, or planned or unplanned maintenance or upgrades to Customer’s local area network (“LAN”), including, but not limited to, network devices and physical plant equipment (e.g. HVAC and power system) or for any Service non-conformance or defect caused by or associated with, in whole or in part, the following:

- Any non-conformance, failure or delay associated in whole or in part with Customer’s LAN, Customer provided software, equipment, applications, facilities or connectivity or for any beta or trial service;
- Any act or omission on the part of Customer, others engaged or authorized by Customer or by third parties (including, without limitation, other service providers and utilities) and violations of the Allied Colo Acceptable Use Policy (“AUP”);
- Customer’s failure to release the Service for testing and repair as requested by Allied Colo or any failure by Customer, or others authorized by Customer, to provide reasonable access to Customer’s premises

that prevents Allied Colo from complying with obligations;

- Any force majeure event or other event beyond the control of Allied Colo, including, without limitation, unavailability, interruptions or delays in telecommunications or other third party equipment, supplies, power or services needed to provide the Services, virus attacks and hackers;
- New Service that has not been accepted by Customer or any Service non-conformance occurring within the first thirty (30) days of Service for the affected circuit element;
- Service that is (i) modified on an individual case basis (“ICB”), and/or, (ii) based on classes of service other than Committed Information Rate (“CIR”); or
- Any event or occurrence resulting in a “no trouble found” determination by Customer Support.