



Cyxtera Colocation Services Service Level Agreement

This Cyxtera Colocation Services Service Level Agreement ("SLA" or "SLA Attachment") sets forth the applicable performance objectives for the colocation services listed herein ("Services") which are provided by Cyxtera to Customer. This SLA Attachment is subject to and incorporated into the Colocation Service Schedule, by and between the parties (together with all other documents governing such Colocation Service Schedule or governed by, or incorporated by reference into, such Colocation Service Schedule, the "Agreement"), and any terms not defined in this SLA Attachment shall have the meaning set forth therein.

1. Performance Objectives and Service Credits

a. POWER

In the event of a Power Outage(s) with respect to an Affected Service in a calendar month, Customer will be entitled to a Power Service Credit with respect to such Affected Service for such calendar month as set forth in the table below. For the avoidance of doubt, such Power Service Credit will be calculated based on the cumulative duration of all such Power Outages in such calendar month and not on the basis of each such Power Outage.

Performance Objective	Power Service Credit
100%	<p>5% of the MRCs for the Affected Service in the calendar month for each 60-minute increment (or portion thereof) of the cumulative duration of Power Outages for such Affected Service in such calendar month.</p> <p>For example, if the cumulative duration of Power Outages for the Affected Service in the calendar month is (a) greater than 0 minutes and less than or equal to 60 minutes, the Power Service Credit with respect thereto will be .05 x 1 increment x the MRCs for such Affected Service for such calendar month, or (b) exactly 62 minutes, the Power Service Credit with respect thereto will be .05 x 2 increments x the MRCs for such Affected Service for such calendar month.</p>

b. TEMPERATURE / HUMIDITY

In the event of a Temperature Failure(s) or Humidity Failure(s) with respect to an Affected Service in a calendar month, Customer will be entitled to a Temperature Service Credit or Humidity Service Credit, respectively, with respect to such Affected Service for such calendar month as set forth in the table below. For the avoidance of doubt, such Temperature Service Credit or Humidity Service Credit, as applicable, will be calculated based on the cumulative duration of all such Temperature Failures or Humidity Failures, as applicable, in such calendar month and not on the basis of each such Temperature Failure or Humidity Failure, as applicable.

Performance Objective	Temperature Service Credit or Humidity Service Credit
<p>100%</p> <p><u>Temperature</u>: Between 59 and 90 degrees Fahrenheit (the allowable ASHRAE range)</p> <p><u>Humidity</u>: Between 8% and 80% relative humidity (the allowable ASHRAE range) or a 62 degrees Fahrenheit dew point</p>	<p>3% of the MRCs for the Affected Service in the calendar month for each 60-minute increment (or portion thereof) of the cumulative duration of Temperature Failures or Humidity Failures, as applicable, for such Affected Service in such calendar month.</p>

	For example, if the cumulative duration of Temperature Failures or Humidity Failures, as applicable, for the Affected Service in the calendar month is (a) greater than 0 minutes and less than or equal to 60 minutes, the Temperature Service Credit or Humidity Service Credit, as applicable, with respect thereto will be .03 x 1 increment x the MRCs for such Affected Service for such calendar month, or (b) exactly 62 minutes, the Temperature Service Credit or Humidity Service Credit, as applicable, with respect thereto will be .03 x 2 increments x the MRCs for such Affected Service for such calendar month.
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c. METRO CONNECT DEDICATED

In the event of a Metro Connect Dedicated Single Path/Single Port Failure(s), Metro Connect Dedicated Dual Path/Single Port Failure(s) or Metro Connect Dedicated Dual Path/Dual Port Failure(s) with respect to an Affected Service in a calendar month, Customer will be entitled to a Metro Connect Dedicated Single Path/Single Port Service Credit, Metro Connect Dedicated Dual Path/Single Port Service Credit or Metro Connect Dedicated Dual Path/Dual Port Service Credit, respectively, with respect to such Affected Service for such calendar month as set forth in the table below. For the avoidance of doubt, such Metro Connect Dedicated Single Path/Single Port Service Credit, Metro Connect Dedicated Dual Path/Single Port Service Credit or Metro Connect Dedicated Dual Path/Dual Port Service Credit, as applicable, will be calculated based on the cumulative duration of all such Metro Connect Dedicated Single Path/Single Port Failure(s), Metro Connect Dedicated Dual Path/Single Port Failure(s) or Metro Connect Dedicated Dual Path/Dual Port Failure(s), as applicable, in such calendar month and not on the basis of each such Metro Connect Dedicated Single Path/Single Port Failure, Metro Connect Dedicated Dual Path/Single Port Failure or Metro Connect Dedicated Dual Path/Dual Port Failure, as applicable.

Performance Objective	Metro Connect Dedicated Single Path/Single Port Service Credit, Metro Connect Dedicated Dual Path/Single Port Service Credit or Metro Connect Dedicated Dual Path/Dual Port Service Credit
<u>Metro Connect Dedicated Single Path/Single Port or Metro Connect Dedicated Dual Path/Single Port</u> : No more than 1 minute of Metro Connect Dedicated Single Path/Single Port Failures or Metro Connect Dedicated Dual Path/Single Port Failures, as applicable, with respect to an Affected Service in a calendar month	<u>Metro Connect Dedicated Single Path/Single Port or Metro Connect Dedicated Dual Path/Single Port</u> : 5% of the MRCs for the Affected Service in the calendar month for each 60-minute increment (or portion thereof) of the cumulative duration of Metro Connect Dedicated Single Path/Single Port Failures or Metro Connect Dedicated Dual Path/Single Port Failures, as applicable, for such Affected Service in such calendar month in excess of the first 1 minute of such Metro Connect Dedicated Single Path/Single Port Failures or Metro Connect Dedicated Dual Path/Single Port Failures, as applicable, in such calendar month. For example, if the cumulative duration of Metro Connect Dedicated Single Path/Single Port Failures or Metro Connect Dedicated Dual Path/Single Port Failures, as applicable, for the Affected Service in the calendar month is (a) less than or equal to 1 minute, the Metro Connect Dedicated Single Path/Single Port Service Credit or Metro Connect Dedicated Dual Path/Single Port Service Credit, as applicable, with respect thereto will be \$0, or (b) greater than 1

	<p>minute and less than or equal to 61 minutes, the Metro Connect Dedicated Single Path/Single Port Service Credit or Metro Connect Dedicated Dual Path/Single Port Service Credit, as applicable, with respect thereto will be .05 x 1 increment x the MRCs for such Affected Service for such calendar month.</p>
<p><u>Metro Connect Dedicated Dual Path/Dual Port: 100%</u></p>	<p><u>Metro Connect Dedicated Dual Path/Dual Port: 5%</u> of the MRCs for the Affected Service in the calendar month for each 60-minute increment (or portion thereof) of the cumulative duration of Metro Connect Dedicated Dual Path/Dual Port Failure(s) for such Affected Service in such calendar month.</p> <p>For example, if the cumulative duration of Metro Connect Dedicated Dual Path/Dual Port Failures for the Affected Service in the calendar month is (a) greater than 0 minutes and less than or equal to 60 minutes, the Metro Connect Dedicated Dual Path/Dual Port Service Credit with respect thereto will be .05 x 1 increment x the MRCs for such Affected Service for such calendar month, or (b) exactly 62 minutes, the Metro Connect Dedicated Dual Path/Dual Port Service Credit with respect thereto will be .05 x 2 increments x the MRCs for such Affected Service for such calendar month.</p>

2. Process

Customer must request any Service Credit that may be due hereunder by submitting an e-mail to billing.services@cyxtera.com within sixty (60) calendar days of the conclusion of the calendar month in which the applicable Service Level Failure(s) occurs (the "SLA Notification Period"). Customer waives any right to Service Credits not requested within the SLA Notification Period. Service Credits will be issued once such Service Level Failure(s) has been validated by Cyxtera to its reasonable satisfaction. Service Credits will be applied towards a future invoice for Services issued no later than two (2) billing cycles following Cyxtera's validating such Service Level Failure(s). All Service Level Failure measurements, performance calculations and applicable Service Credits are based on Cyxtera's internal monitoring equipment, records and data unless Customer can provide Cyxtera with clear and convincing evidence to the contrary within the applicable SLA Notification Period. In the event Cyxtera validates a Service Level Failure, upon Customer's request, Cyxtera shall, within twenty (20) days of such request, provide Customer with a confidential root cause analysis report with details regarding such Service Level Failure.

3. Limitations

In no event will the total Service Credits accrued in any single calendar month with respect to an Affected Service exceed, in the aggregate across all Service Level Failures hereunder with respect to such Affected Service in such calendar month, one hundred percent (100%) of the monthly recurring charges ("MRCs") for such Affected Service in such calendar month.

The Service Credits set forth in this SLA and Customer's right to terminate an Affected Service(s) in accordance with Section 4 below are Customer's sole and exclusive remedies if Cyxtera fails to meet any Performance Objectives set forth herein.

4. Chronic Outage

Customer may terminate the Affected Service(s) in the event of a Chronic Service Termination Event with respect to such Affected Service(s). If such Chronic Service Termination Event occurs and Customer desires to terminate such Affected Service(s), Customer shall provide Cyxtera with written notification detailing the performance deficiency(ies) giving rise to such Chronic Service Termination Event, which notice must be sent within thirty (30) days following such Chronic Service Termination Event. Termination shall be effective as of the date specified in the Customer's termination notice, but in no event later than sixty (60) days from Cyxtera's receipt of Customer's termination notice. Customer will not be obligated to pay Cyxtera any "early termination fees" in connection with such termination, but shall remain obligated for paying all amounts due and owing to Cyxtera through the date of such termination. In the event of any such termination, Customer will be entitled to a refund of all pre-paid fees with respect to such terminated Affected Service(s) relating to periods of time following such termination. If Customer fails to provide Cyxtera with timely notification as set forth herein, Customer will be deemed to have waived its right to terminate such Affected Service.

5. Definitions

"Affected Service" means the portion of Service(s) that is directly affected by the applicable Service Level Failure.

"Chronic Service Termination Event" means, with respect to an Affected Service, (a) three (3) Power Outages affecting such Affected Service in a rolling ninety (90) day period, each of which Power Outages is longer than sixty (60) minutes, (b) one (1) Power Outage affecting such Affected Service longer than ten (10) hours, (c) three Temperature Failures affecting such Affected Service in a rolling ninety (90) day period, each of which Temperature Failures is longer than sixty (60) minutes, (d) one (1) Temperature Failure affecting such Affected Service longer than ten (10) hours, (e) three Humidity Failures affecting such Affected Service in a rolling ninety (90) day period, each of which Humidity Failures is longer than sixty (60) minutes, or (f) one (1) Humidity Failure affecting such Affected Service longer than ten (10) hours. For purposes of this definition of "Chronic Service Termination Event", in the event more than one Power Outage, Temperature Failure or Humidity Failure affecting an Affected Service occurs from the same or a related root cause that has not been fully resolved by Cyxtera, such Power Outages, Temperature Failures or Humidity Failures, as applicable, will be counted as one (1) Power Outage, Temperature Failure or Humidity Failure, as applicable. For example, if a Power Outage affecting an Affected Service occurs for thirty (30) minutes and Cyxtera is able to temporarily restore power, but the same or a related root cause that has not been fully resolved by Cyxtera subsequently causes another Power Outage affecting such Affected Service for forty (40) minutes, such Power Outages will be considered one (1) Power Outage with a duration of seventy (70) minutes.

"Excluded Event" means any of the following events: (a) the acts or omissions of Customer, its employees, customers, contractors, representatives or agents, including, but not limited to, any misuse of the applicable Service; (b) a breach or default by Customer of any provision of the Agreement; (c) the failure or malfunction of equipment, applications or systems not owned or controlled by Cyxtera; (d) Force Majeure Events (as defined in the Agreement); (e) any suspension of the applicable Service pursuant to the Agreement; (f) Customer's failure to reasonably cooperate (which includes, but is not limited to, providing appropriate access to Cyxtera) with Cyxtera so that Cyxtera can provide the Service and/or prevent or resolve an event that would give rise to a Service Level Failure; (g) with respect to Metro Connect Dedicated only, bugs in code, hardware or services for which there is no commercially reasonable, known fix (even if there is a known workaround); (h) any other events that are not within Cyxtera's direct control; and/or (i) any other events that could not have been avoided by Cyxtera's exercising commercially reasonable care. With respect to Section 1.a hereof and the definition of "Power Outage", "Excluded Event" shall also include any of the following events: (a) Customer's failure to maintain and utilize primary and redundant power sources and connect (and keep connected) its equipment into both the A power source and B power source; (b) Customer's failure to maintain and utilize equipment capable of operating without sustaining an outage solely caused by power being lost to just one of the two power sources; (c) Customer's failure to use cabling that meets all applicable electrical and fire standards; (d) Customer's failure to maintain any customer equipment in compliance with all applicable electrical regulations; and/or (e) Customer's total power utilization on any redundant pair of power sources exceeds 80% (per NEMA

guidelines) of the primary power source capacity. With respect to Section 1.c hereof and the definition of “Metro Connect Dedicated Dual Path/Dual Port Failure”, “Excluded Event” shall also include Customer’s failure to failover from the unavailable port to the other port.

“**Humidity Failure**” with respect to an Affected Service, means any period of time during which the humidity of the data center at which such Affected Service is being provided falls outside of the Performance Objective range for humidity set forth herein, provided, that, in the event an Excluded Event contributed, in whole or in part, to such data center humidity falling outside of such range, a Humidity Failure shall not be deemed to have occurred.

“**Metro Connect Dedicated Dual Path/Dual Port Failure**” with respect to an Affected Metro Connect Dedicated Dual Path/Dual Port Service, means any period of time when any of the network interfaces of such Affected Service are not available and the result is a loss of network connectivity preventing traffic from reaching its target destination, provided, that, in the event an Excluded Event contributed, in whole or in part, to such failure, a Metro Connect Dedicated Dual Path/Dual Port Failure shall not be deemed to have occurred.

“**Metro Connect Dedicated Dual Path/Single Port Failure**” with respect to an Affected Metro Connect Dedicated Dual Path/Single Port Service, means any period of time when any of the network interfaces of such Affected Service are not available and the result is a loss of network connectivity preventing traffic from reaching its target destination, provided, that, in the event an Excluded Event contributed, in whole or in part, to such failure, a Metro Connect Dedicated Dual Path/Single Port Failure shall not be deemed to have occurred.

“**Metro Connect Dedicated Single Path/Single Port Failure**” with respect to an Affected Metro Connect Dedicated Single Path/Single Port Service, means any period of time when any of the network interfaces of such Affected Service are not available and the result is a loss of network connectivity preventing traffic from reaching its target destination, provided, that, in the event an Excluded Event contributed, in whole or in part, to such failure, a Metro Connect Dedicated Single Path/Single Port Failure shall not be deemed to have occurred.

“**Power Outage**” with respect to an Affected Service, means any period of time during which Cyxtera fails to provide Customer with the specified power to at least one of the primary or redundant power circuits (such that neither the primary nor the redundant power circuit are receiving the specified power) within the Customer’s colocation environment or cabinet, as applicable, provided, that, in the event an Excluded Event contributed, in whole or in part, to such failure, a Power Outage shall not be deemed to have occurred. For the avoidance of doubt, if (a) Cyxtera is providing Customer with the specified power to either the primary power circuit or the redundant power circuit (or both the primary and redundant power circuits) within the Customer’s colocation environment or cabinet, as applicable, and/or (b) Customer did not purchase both primary and redundant power from Cyxtera, a Power Outage shall not be deemed to have occurred.

“**Service Credit**” means a Power Service Credit, Temperature Service Credit, Humidity Service Credit, Metro Connect Dedicated Single Path/Single Port Service Credit, Metro Connect Dedicated Dual Path/Single Port Service Credit or Metro Connect Dedicated Dual Path/Dual Port Service Credit.

“**Service Level Failure**” with respect to an Affected Service, means a Power Outage, Temperature Failure, Humidity Failure, Metro Connect Dedicated Single Path/Single Port Failure, Metro Connect Dedicated Dual Path/Single Port Failure or Metro Connect Dedicated Dual Path/Dual Port Failure with respect to such Affected Service.

“**Temperature Failure**” with respect to an Affected Service, means any period of time during which the temperature of the data center at which such Affected Service is being provided falls outside of the Performance Objective range for temperature set forth herein, provided, that, in the event an Excluded Event contributed, in whole or in part, to such data center temperature falling outside of such range, a Temperature Failure shall not be deemed to have occurred.