



Service Level Standards

Unless otherwise stated herein, all terms defined in the operative agreement between CUSTOMER and Corporate Colocation shall have the same meanings in this Service Level Standards agreement.

Description of Service

Corporate Colocation is committed to providing a reliable, high-quality data center environment to support its power, space, cooling and high-speed Internet access service. As part of this commitment, Corporate Colocation is pleased to offer eligible customers the following minimum levels of service.

CUSTOMER, or its representatives, must cooperate with Corporate Colocation in the installation process, including accurate completion of an order form containing detailed demarcation information for network and power drops and other onsite contact listings. Changes in an order made by or on behalf of CUSTOMER or the occurrence of events outside the reasonable control of Corporate Colocation, such as those a Force Majeure event, may result in delays for which Corporate Colocation is not responsible hereunder.

These Service Level Standards apply only to CUSTOMER. It does not create rights for any third parties.

Service Level Standards

Corporate Colocation agrees to provide CUSTOMER with performance at the following levels (the "Minimum Service Levels") during the term of CUSTOMER'S agreement with Corporate Colocation:

Network Availability

Corporate Colocation shall provide CUSTOMER with *99.95% Network Availability* (as defined below). Network Availability is calculated from the ingress to and egress from Corporate Colocation's Network.

Metro Network Latency

Corporate Colocation's Network carries packets with *an average Network Latency (as defined below) over a one-month period of less than 50 milliseconds* within any given metropolitan area. Corporate Colocation monitors aggregate latency within Corporate Colocation's Metropolitan Area Network by monitoring round-trip times between routers on Corporate Colocation's Network at regular (normally 5 minute) intervals.

Wide Area Network Latency

Corporate Colocation's Network *carries packets with an average Network Latency over a one-month period of less than 75 milliseconds* between cities/metropolitan areas. Corporate Colocation monitors aggregate latency within Corporate Colocation's Wide Area Network by monitoring round-trip times between routers on Corporate Colocation's network at regular (normally 5 minute) intervals.

Packet Delivery

Corporate Colocation's Network has an *average monthly Packet Loss no greater than 1% (or successful delivery of at least 99% of packets)*. Corporate Colocation monitors aggregate Packet Loss within Corporate Colocation's Network on an ongoing basis, and compiles the collected data into a monthly average Packet Loss measurement for Corporate Colocation's Network.

Upstream Connectivity

Corporate Colocation's network is connected to multiple upstream providers. These connections have an *average monthly Packet Loss no greater than 1%, and average monthly latency no greater than 40 milliseconds*. Corporate Colocation monitors this Packet Loss and latency on an ongoing basis and compiles the collected data into a monthly average upstream performance for Corporate Colocation's upstream providers.

Power Availability

Corporate Colocation Networks provides *100% uptime for redundant (A+B) power installations*. This provision does not apply to CUSTOMERS who choose only a single primary power installation. Redundant power will be delivered via diverse UPS pathways. The combined power draw on redundant circuits may not exceed 80% of the breaker rating to ensure successful failover in the case of a single circuit outage. Corporate Colocation is pleased that in over eight years of history, power uptime to Primary Only Customers has been in excess of 99.99% that said *no Service Credit shall be provided for power uptime issues if Primary Power only is elected*. Corporate Colocation recommends clients that require 100% power uptime to elect A and B Power.

C. Service Credit

After being notified by CUSTOMER in accordance with the Service Claim Credit process described below of any of the following issues:

- Network Availability of less than 99.95%;
- Metro Area Network Latency in excess of 50 milliseconds;
- Wide Area Network Latency in excess of 75 milliseconds;
- Upstream connectivity Packet Loss in excess of 1%; or
- Upstream connectivity latency in excess of 40 milliseconds,
- Power Loss to Customers With A and B Power (Primary and Secondary Circuits)

Corporate Colocation shall use commercially reasonable efforts to determine the source of any such problem and to correct such problem to the extent that the source of the problem is on Corporate Colocation's Network. In the event that any such issues persist over a standard monthly billing period, CUSTOMER will be credited 1/30th of the Monthly Charges for every 60 minutes of network unavailability or downtime with respect to the month in which such network unavailability or downtime occurred.

D. Service Credit Claim Process

CUSTOMER is required to notify support@corporatecolo.com of any claim for Service Credit within 30 days of the incident. In the event the CUSTOMER fails to notify Corporate Colocation in a timely manner, the claim on the part of the CUSTOMER is waived.

CUSTOMER will be notified via email upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, Corporate Colocation will issue Service Credit to CUSTOMER's account, appearing on the next invoice issued. Multiple Service Credits will not be given for the same period of time, i.e.; failure to meet multiple criteria during a period of time generates only a single Service Credit. The total number of Service Credits for problems occurring in a month may not exceed the Monthly Recurring charge actually paid by CUSTOMER for service during that month. Service Credits will be credited against a CUSTOMER's monthly payment for Monthly Recurring Charges and may not be received in the form of a refund. The Service Credits provided for in this Service Level Agreement assume compliance by CUSTOMER with the terms and conditions of its agreement with Corporate Colocation, and failure of CUSTOMER to comply with those terms and conditions may invalidate Corporate Colocation's obligations provided herein. No credit is available for a CUSTOMER (a) that does not provide the necessary access to personnel and facilities at the premises to enable Corporate Colocation to perform comprehensive troubleshooting; or (b) whose account is not in good financial standing with Corporate Colocation. Corporate Colocation is not liable for failure to fulfill its obligations hereunder if such failure is due to CUSTOMER's tampering with any equipment, or acts beyond Corporate Colocation's reasonable control.

E. Definitions

"Corporate Colocation's Network" means the telecommunications/data communications network and network component owned, operated or controlled by Corporate Colocation, its intra

building fiber network, and the Corporate Colocation Equipment connected to such fiber. Corporate Colocation's Network does not include customer premises, equipment or any networks or network equipment not operated and controlled by Corporate Colocation.

“Network Latency ” (or “Round Trip Time”) is defined as the average time taken for an IP packet to make a round trip between routers on Corporate Colocation's Network.

“Network Unavailability” consists of the number of minutes that Corporate Colocation's Network was not available to CUSTOMER and includes the number of minutes that Corporate Colocation's Network was unavailable associated with any non-Scheduled Maintenance to

Corporate Colocation's Network. Notwithstanding the foregoing:

- Network Unavailability will not include Scheduled Maintenance or any unavailability resulting from: (a) problems with or maintenance on CUSTOMER's applications, equipment, or facilities; (b) acts or omissions of CUSTOMER or an authorized user; (c) unavailability caused by companies other than Corporate Colocation; or (d) Force Majeure events.
- Network Unavailability will not include “Emergency Maintenance” necessitated by any unavoidable equipment related issue, for which Corporate Colocation Equipment is, in the opinion of Corporate Colocation Technical Staff, required to maximize network availability and uptime. In the unlikely event that such maintenance is required, Corporate Colocation will endeavor to provide as much notice as possible either by email blast, website posting or telephone messaging. Customers will be notified via email at the contact email address on file.

“Packet Loss” is defined as the percentage of packets that are dropped within Corporate Colocation's Network. It is measured by comparing packet counts transmitted and received between router pairs on Corporate Colocation's Network.