

COLOCATION SERVICE LEVEL AGREEMENT

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1. SERVICE LEVEL STANDARDS

- 1.1 **Overview.** This Service Level Agreement (SLA) identifies the service level standards for Colocation. Customer may request Verizon credits for any failure to meet the service level standards as defined in this SLA.
- 1.2 **AC Power Availability.** Verizon will maintain the AC power Availability for Customer's Space as detailed below. For a dual power feed, the power availability commitment covers power to at least one power feed at any one time (and does not guarantee power from both power feeds at the same time). If the Customer Equipment is capable of utilizing dual power feeds, Verizon recommends that both power feeds are connected to the Equipment at all times.

Power Type	Availability Standard
Dual Power Feed	100%
Single Power Feed	99.98%

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, (f) Customer usage that trips a breaker or otherwise exceeds any power consumption limits or ~~(g)~~ 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~~ 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

Term	Definition
Availability	<p>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.</p> $(\text{minutes with power} / \text{minutes without power}) \times 100 = \text{Availability}$