



Service Level Agreement

This Service Level Agreement (the “SLA”) forms a part of the Master Services Agreement between **n+2 LLC** (“**n+2**”) and (“**Client**”) to which it is attached as Exhibit A (the “MSA”).

1. GENERAL; DEFINITIONS

1.1 Commitment to Service Levels. **n+2** hereby represents to Client that the Services to be provided by **n+2** to Client pursuant to the MSA and the other documents included within the Agreement shall be provided in accordance with the service levels set forth in Section-§ 2 of this SLA. Client acknowledges that the commitments set forth herein do not take into account the effects of monthly scheduled maintenance events, customer-caused outages or disruptions, interconnections to or from, and connectivity within, other Internet Service Provider (“ISP”) networks, or force majeure events as defined in Section-§ 11.1 of the MSA, and agrees that any such effects shall be disregarded for all purposes hereof. Client also acknowledges that **n+2**'s Equipment does not include the local access circuit (e.g., local loop), Client's Equipment or Client's Local Area Network (“LAN”), and that **n+2** does not control such equipment. Accordingly, the effects of any inadequacy or failure of any such equipment shall also be disregarded for all purposes hereof.

1.2 Definitions. Unless otherwise defined in this SLA, capitalized terms used in this SLA shall have the definitions attributed thereto in the MSA.

- “Licensed Space” – a physical area in a datacenter facility licensed by Client under the Agreement, as set forth on the applicable SOF or SOW, and as identified in the SOF or SOW as to the amount of space. For each Licensed Space, **n+2** will determine from time to time during the applicable Term of Service the exact location in such datacenter facility where the Licensed Space will be located, and **n+2** will notify Client accordingly.
- “Temperature” – The temperature measured within the Licensed Space, which is measured between three (3) feet and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet, as designated by **n+2**.
- “Humidity” – The humidity measured within the Licensed Space, which is measured between three (3) feet and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet, as designated by **n+2**.
- “Network Downtime” shall be defined as a time period throughout which Client shall experience sustained packet loss in excess of fifty percent (50%) based on **n+2**'s measurements.
- “Bandwidth” - the measured rate of bits per second transferred over the **n+2** network from and to Client's Equipment.
- “Burst Bandwidth” – the amount of Bandwidth in excess of Client's committed level as further defined below.
- “IP” – Internet Protocol, the basic rules and encoding specifications for sending data on the Internet.
- “IP Addresses” – One or more IP address numbers.

2. SERVICE LEVEL COMMITMENTS

n+2 will use commercially reasonable efforts to provide Services to Client in accordance with the service levels detailed in this Section-§ 2.

2.1 Power SLA. If Licensed Space which contains Client's Equipment (a “Loaded Cabinet”) is powered by a redundant circuit pair (A and B power), and both circuits experience a simultaneous interruption in electrical power (a “Power Outage”) which lasts shorter than four (4) hours, then **n+2** shall provide Client a credit equal to the one (1) day recurring power and cabinet fees payable by Client to **n+2** under the Agreement which are attributable to that Loaded Cabinet. If the Power Outage lasts from four (4) hours to twenty-four (24) hours, then **n+2** shall provide Client a credit equal to one (1) week recurring power and cabinet fees payable by Client to **n+2** under the Agreement which are attributable to that Loaded Cabinet. If the Power Outage lasts greater than 24 hours, then **n+2** shall provide Client a credit equal to one (1) month recurring power and cabinet fees payable by Client to **n+2** under the Agreement which are attributable to that Loaded Cabinet. For each of Client's Loaded Cabinets, the maximum credit to which Client shall be entitled in a calendar month shall not exceed the recurring power and cabinet charges payable by Client to **n+2** under the Agreement which are attributable to that Loaded Cabinet for the last/previous calendar month. If multiple Power Outages occur within a consecutive 24-hour period, the aggregate Power Outages shall be considered one (1) continuous Power Outage for the purposes of this Section-§ 2.1. The foregoing constitute Client's exclusive remedies with respect to a Power Outage.

2.2 Temperature SLA. If a Loaded Cabinet experiences an event where the Temperature drops below fifty-five degrees Fahrenheit (55°F) or exceeds eighty-five degrees Fahrenheit (85°F) for more than four (4) consecutive hours (a “Temperature Irregularity”) two (2) or more times during a calendar month, then **n+2** shall provide Client a credit equal to recurring power and cabinet fees attributable to that Loaded Cabinet for one (1) day during the calendar month in which the Temperature Irregularities occur; provided, however, that under no circumstances will Client be entitled to Temperature Irregularity credits in any one (1) calendar month in excess of seven (7) days of such recurring power and cabinet fees. The foregoing constitute Client's exclusive remedies with respect to a Temperature Irregularity.

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2.3 Humidity SLA. If a Loaded Cabinet experiences an event where the Humidity drops below twenty percent (20%) or exceeds seventy percent (70%) for more than four (4) consecutive hours (a "Humidity Irregularity") two (2) or more times during a calendar month, then **n+2** shall provide Client a credit equal to recurring power and cabinet fees attributable to that Loaded Cabinet for one (1) day during the calendar month in which the Humidity Irregularities occur; provided, however, that under no circumstances will Client be entitled to Humidity Irregularity credits in any one (1) calendar month in excess of seven (7) days of such recurring power and cabinet fees. The foregoing constitute Client's exclusive remedies with respect to a Humidity Irregularity.

2.4 Carrier Cross-Connects SLA. **n+2** represents that the connectors, copper, and fiber it uses for Carrier Cross-Connects are effective media for interconnection, and that the path created by those connectors, copper, or fiber will generally be available to Client if Client does not introduce any active components in the path of the Carrier Cross-Connects. If the path, connectors, or other passive physical media fail for Carrier Cross-Connects due to circumstances caused solely by **n+2** ("Media Failure"), then **n+2** shall test and certify the Carrier Cross-Connect within four (4) hours of the reported failure and shall have twenty-four (24) hours to repair the Carrier Cross-Connect. If **n+2** fails to repair the Carrier Cross-Connect within any such twenty-four (24) hour period, and if Client shall have promptly allowed **n+2** to test all Carrier Cross-Connects for which Client reports Media Failure, then Client shall be due a credit equal to the monthly recurring fees attributable to that Carrier Cross-Connect for the month during which such Media Failure occurs. Unavailability of a Carrier Cross-Connect during such testing shall not be considered a Media Failure hereunder. **n+2** will provide a maximum credit of one (1) month per Carrier Cross-Connect that experiences Media Failure in any calendar month. If **n+2** performs testing pursuant to this Section-§ 2.4 because Client has reported Media Failure and such testing reveals that there is no Media Failure, then Client shall be charged for such testing at the then-current hourly rate for **n+2** technical services as posted on the **n+2** website, except that Client shall be entitled to one (1) instance of testing that reveals no Media Failure free of charge per calendar month. The foregoing constitute Client's exclusive remedies with respect to a Media Failure.

2.5 Network Uptime SLA. If Client has contracted with **n+2** to provide two (2) or more connections to the **n+2** network within a datacenter facility, then **n+2** guarantees one hundred percent (100%) connectivity from the **n+2** network to the Internet without any Network Downtime. Accordingly, if Client has so contracted and if Client experiences any Network Downtime, then **n+2** will credit Client's account the pro-rata Bandwidth charges for each affected port for the period of such Network Downtime, provided however that in no event shall the aggregate of all such credits for Network Downtime in any one (1) calendar month exceed the aggregate Bandwidth charges otherwise due from Client for all affected ports for one (1) calendar month. The foregoing constitutes Client's exclusive remedy with respect to Network Downtime.

2.6 Packet Loss, Latency and Jitter SLA. **n+2** monitors the aggregate packet loss and transmission latency within its LAN and WAN. **n+2** does not monitor the packet loss or transmission latency of specific clients. If **n+2** shall discover or confirm, after being notified by Client, Client's continuous packet loss in excess of one percent (1.0%) ("Excess Packet Loss"), continuous transmission latency in excess of eighty-five (85) milliseconds ("Latency"), or jitter in excess of thirty (30) milliseconds ("Jitter"),

based in each case on **n+2**'s measurements, then **n+2** will use commercially reasonable efforts to determine the source of such Excess Packet Loss, Latency, or Jitter and to correct such problem to the extent that the source of the problem is on the **n+2** network. If, two (2) hours after having so discovered or confirmed any Excess Packet Loss, Latency, or Jitter for which the source is on the **n+2** Network, **n+2** shall have failed to remedy such Excess Packet Loss, Latency, or Jitter then **n+2** will credit Client's account the pro-rata Bandwidth charges for each port affected by such Excess Packet Loss, Latency, or Jitter for the period from the end of such two (2) hour period until such Excess Packet Loss, Latency, or Jitter has been remedied, provided however that in no event shall the aggregate of all such credits for Excess Packet Loss, Latency, or Jitter in any one (1) calendar month exceed the aggregate Bandwidth charges otherwise due from Client for all affected ports for one (1) calendar month. The foregoing constitutes Client's exclusive remedy with respect to Excess Packet Loss, Latency, or Jitter.

2.7 Exclusions from Service Level Commitments. Except as set forth in this SLA, **n+2** makes no claims regarding the availability or performance of Licensed Space or any Services. Notwithstanding anything in this SLA to the contrary, **n+2** does not make any service level commitments to Client in connection with any failure or deficiency caused by or associated with any of the following, and Client shall not have any right to receive any credits hereunder in connection therewith:

- Failure of any of Client's Equipment used in connection with Licensed Space;
- Circumstances beyond **n+2**'s reasonable control, including without limitation any Force Majeure;
- False SLA breaches reported as a result of outages or errors of any SLA measurement system;
- Acts or omissions by Client, Client's agents, Client's contractors, or Client's vendors, including but not limited to any such negligence, willful misconduct, breach of **n+2**'s Control Policy, failure to provide **n+2** or its agents adequate access to Licensed Space, or otherwise causing **n+2** to be unable to meet any of the criteria set out in this SLA;
- Results from incorrect installation, operation, or malfunction of Client's Equipment;
- Scheduled maintenances, emergency maintenances, or necessary network upgrades;
- Suspension of Services by **n+2** for non-payment or other reasons authorized under the Agreement;
- Failure of local access circuits to the **n+2** Network, unless such failure is caused solely by **n+2**.

3. CALCULATION OF CREDITS; LIMITATION OF REMEDIES

3.1 Calculation of Credits. Any fees or charges other than fees or charges expressly referenced for credit in Section-§ 2 above, including but not limited to non-recurring charges, charges for local access circuits, space rental fees, fees for managed services, charges for incremental bandwidth usage, electricity charges, and hourly support charges, are excluded in the calculation of applicable credits. Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges, and similar additional charges.



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3.2 Limitation on Remedies. Client’s right to receive an otherwise available credit under this SLA shall be subject to the condition that Client shall have notified **n+2** of such right within five (5) business days from the time Client became eligible to receive such credit. Client’s failure to so notify **n+2** on a timely basis will forfeit Client’s right to receive such credit. If Client is entitled to multiple credits under this SLA with respect to any calendar month, such credits in the aggregate shall not in any event exceed an amount equal to the Client’s then aggregate current monthly recurring charges for the affected Loaded Cabinets and network ports. Client shall be eligible for only one (1) credit under this SLA for any single event, even if multiple commitments hereunder are not met as a result of such event. By way of example and not limitation, if a Power Outage and a Temperature Irregularity occur simultaneously, Client shall only be eligible for one (1) credit under this SLA with respect thereto. The remedies expressly provided herein constitute Client’s sole

and exclusive remedies for any failure of performance by **n+2** under the MSA or any other document included in the Agreement, including but not limited to any Service outages.

4. MISCELLANEOUS

4.1 Counterparts. This SLA may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. This document may be executed by facsimile.

4.2 Waiver. No waiver or modification of any of the terms of this SLA shall be valid unless in writing and signed by each of the Parties. No waiver of any breach hereunder shall be deemed a waiver of any repetition of such breach or in any way affect any of the other provisions herein.

IN WITNESS WHEREOF, the duly authorized representatives of **n+2** and Client have executed this Service Level Agreement as of the last date of execution below.

n+2 LLC

Client

By _____
Signature

By _____
Signature

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____