



Network Services Datacity - Service Level Agreement

This Service Level Agreement (SLA) is a part of the customer subscriber agreement (CSA or Agreement) between Customer and Datacity. Capitalized terms used herein that are not defined in this SLA shall have the meaning attributed to them in the CSA.

1. SERVICE COMMITMENT

Datacity is committed to providing a reliable, high-quality network to support its high-speed network services (Service). As part of this commitment, Datacity is pleased to offer our Customers the following guarantees as concerns the Service:

- Installation Guarantee
- Network Availability and Notification Guarantee
- Packet Delivery Guarantee

2. GUARANTEES

A. INSTALLATION GUARANTEE

For each of the Services listed below, Datacity guarantees connectivity for Customers will be installed within the corresponding timeframe, as measured from the date an order has been validated and entered into Datacity's ordering system by its Account team. AC Power Guidelines.

- Wireless: 20 business days
- Fiber: 40 business days
- 3rd Party: 90 business days

An order will not be validated until a signed Order Form and CSA and any other required documentation specified by Datacity, has been received, validated, approved and entered into Datacity's ordering system by its Account team. Additional required documentation may include a completed credit application and a completed questionnaire for IP Allocation as well as completed questionnaires for BGP, SMTP and DNS configurations when requested by the customer on the IP Allocation Questionnaire.

If Datacity fails to meet these commitments, Customer will receive, at Customer's request, one (1) month Service Credit. Customer may obtain no more than one (1) month Service Credit for any given month. Datacity's Installation Guarantee is subject to the following conditions:

- Customer or its representative must cooperate with DATACITY in the installation process, which includes accurate completion of an Order Form containing detailed demarcation information and other onsite contact listings. Changes in an Order Form made by or on behalf of Customer or the occurrence of events outside the reasonable control of DATACITY, such as Force Majeure (as defined in the CSA), may result in delays for which DATACITY is not responsible hereunder
- Customer or its representative must be physically present at the time of installation and must provide access to the designated building's phone closet(s) on the date(s) agreed to by DATACITY's Installation Coordination Department. Such building access and escort must also be provided to other necessary personnel to perform the installation of the connection
- This Installation Guarantee applies to the interval between the original order date and original Installation Guarantee date. If Customer requests a change to an order date during implementation of Service, the Installation Guarantee date shall, at DATACITY's sole discretion, begin again upon change acceptance
- The Service Credit for failure to meet the Installation Guarantee is not available to Customers for whom installation charges have been waived or reduced

B. NETWORK AVAILABILITY AND NOTIFICATION GUARANTEE

Fiber Internet. If Customer experiences Network Unavailability for an On-Net Service for more than 15 consecutive minutes, Customer will receive, at Customer's request, one (1) day Service Credit for each cumulative hour of Network Unavailability in any calendar month. Provided the DATACITY Network experiences at least one (1) hour of Network Unavailability in any given calendar month, additional Network Unavailability of less than one (1) hour will result in a proportional Service Credit. (Example: 2 hours, 15 minutes of Network Unavailability will result in 2.25 days Service Credits.) Customer may obtain no more than one (1) month Service Credit for any given month.

Wireless Internet. If Customer experiences Network Unavailability for a wireless service for more than 30 consecutive minutes, Customer will receive, at Customer's request, one (1) hour Service Credit for each cumulative hour of Network Unavailability in such calendar month. Provided the DATACITY Network experiences at least two (4) hours of Network Unavailability in any given calendar month, additional Network Unavailability of less than one (1) hour will result in a proportional

Service Credit. (Example: 2 hours, 15 minutes of Network Unavailability will result in 2.25 hours Service Credits.) Customer may obtain no more than one (1) month Service Credit for any given month.

DATA CITY's Outage Notification Guarantee is to proactively notify a Dedicated Internet Access Customer within 15 minutes after DATA CITY determines that Customer's Service is unavailable. DATA CITY's standard procedure is to ping the Customer's router every minute. If Customer's router does not respond after ten consecutive ping cycles, DATA CITY will deem the Service unavailable and will contact Customer's designated point of contact by a method elected by DATA CITY (telephone, email, fax, or SMS).

If DATA CITY fails to meet this Outage Notification Guarantee, Customer will receive, at Customer's request, one (1) day Service Credit for the Service with respect to which this Guarantee has not been met. Customer may obtain no more than one day Service Credit per day, regardless of how often in that day DATA CITY failed to meet the Customer Reporting Guarantee. Customer may obtain no more than one (1) month Service Credit for any given month.

If a Dedicated Internet Access Customer elects to bundle several Services using our SD-WAN Aggregation option, then such SDWAN bundle shall be deemed to represent one single Service for the purpose of the Network Availability and Outage Notification Guarantee. Consequently, Customer shall be eligible to receive Service Credits under this Section 2B if and only if Customer experiences Network Unavailability for all of the Services bundled in the SDWAN. The unavailability of any subset of the Services bundled in the SDWAN shall not constitute Network Unavailability and Customer shall not be eligible for any Service Credits with respect to such unavailability. Customer may choose to administratively configure the LAG-bundle to drop if any individual Service within LAG-bundle becomes unavailable; however, this will not constitute Network Unavailability unless all Services included in the LAG-bundle experience Network Unavailability.

C. PACKET DELIVERY GUARANTEE

For Dedicated Internet Access customers only, the DATA CITY Network has an average monthly Packet Loss no greater than 0.1% (or successful delivery of 99.9% of packets). Packet Loss is defined as the percentage of packets that are dropped between Backbone Hubs on the DATA CITY Network. DATA CITY monitors this aggregate packet loss on an ongoing basis, and compiles the collected data into a monthly average packet loss measurement for the DATA CITY Network.

After being notified by Customer of Packet Loss in excess of 0.1%, DATA CITY will use commercially

reasonable efforts to determine the source of such excess Packet Loss and to correct such problem to the extent that the source of the problem is on the DATACITY Network.

If DATACITY fails to remedy such excess Packet Loss within two (2) hours of being notified of any excess Packet Loss on the DATACITY Network and average Packet Loss for the preceding 30 days exceeds 0.1%, Customer will receive, at Customer's request, a Service Credit for the period from the time of notification by the Customer until the average Packet Loss for the preceding 30 days is less than 0.1%. Customer may obtain no more than one (1) month Service Credit for any given month.

3. ADDITIONAL DEFINITIONS

DATACITY NETWORK means the telecommunications/data communications network and network components owned, operated or controlled by DATACITY. Where DATACITY provides Service to a building through its own facilities, the DATACITY Network includes those facilities. The DATACITY Network does not include customer premises equipment, customer-ordered telephony circuits, and any networks or network equipment not operated and controlled by DATACITY.

Monthly Recurring Charge means the fixed, recurring charge invoiced by DATACITY to Customer on a monthly basis for the Service, exclusive of any variable charges based upon Customer usage. In case of bundled Services using SDWAN, then the Monthly Recurring Charge of such SDWAN bundle means the sum of the Monthly Recurring Charges of all Services involved in such SDWAN bundle.

Network Unavailability means the number of minutes that the DATACITY Network was not available to Customer, including the number of minutes that the DATACITY Network was not available associated with any non-Scheduled Maintenance to the DATACITY Network. 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 DATACITY, except DATACITY-ordered third-party local loops; or (d) Force Majeure.

Scheduled Maintenance means any maintenance of the DATACITY Network (or portion thereof) to which Customer's network equipment is connected to that is performed during a standard maintenance window from 00:00am to 06:00am. Customers will be notified via Email at least two (2) business days in advance of any scheduled maintenance that is likely to affect their service. In most cases, maintenance performed will not take the full configuration window, however,

DATA CITY will inform Customer as to anticipated duration in the maintenance notification E-mail.

Service Credit means

- One (1) day Service Credit = 1/30th of Customer's Monthly Recurring Charges.
- One (1) week Service Credit = 7/30ths of Customer's Monthly Recurring Charges.
- One (1) month Service Credit = Full amount of Customer's Monthly Recurring Charges.

If DATA CITY approves a claim for Service Credit for failure to comply with the Installation Guarantee, Service Credit shall mean the Monthly.

Recurring Charge for Customer's first full month of the Service, not including installation charges or other start-up fees.

4. SERVICE CREDIT CLAIM PROCESS

In order to initiate a claim for Service Credit, Customer must contact DATA CITY's customer service group within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the claimed outage or failed metric; and (c) a brief description of the characteristics of the claimed outage or failed metric.

Customer will be notified via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, DATA CITY 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 all Service Credits for all failures to meet Guarantees occurring in a given month may not exceed the total 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 Guarantees and Service Credits provided for in this SLA assume compliance by Customer with the terms and conditions of its CSA with DATA CITY, and the failure of Customer to comply with those terms and conditions may invalidate DATA CITY's guarantees provided herein. No credit is available for a Customer (a) that is blocking DATA CITY from monitoring Customer's premises router; (b) that does not provide the necessary access to personnel and facilities at the Customer's premises

to enable DATACITY to perform comprehensive troubleshooting; or (c) whose account is not in good financial standing with DATACITY. DATACITY is not liable for failure to fulfill its obligations hereunder if such failure is due to Customer's use of bandwidth in excess of the maximum amount specified in Customer's CSA, Customer's tampering with any equipment, or acts beyond DATACITY's reasonable control, such as Force Majeure.

For Questions regarding this SLA please contact your sales representative.