



Amazon Web Service Direct Connect Service Availability Metric

1. Digital Realty Amazon Web Service Direct Connect Hosted and Digital Realty Amazon Web Services High Capacity Service Availability Metric Scope Licensor will use commercially reasonable efforts to ensure that Licensor's AWS Direct Connect Hosted and AWS Direct Connect High Capacity (hereinafter "AWS Direct Connect") service will be available at all times. The service availability goal is 100% uptime. AWS Direct Connect is considered unavailable when the passive physical media and network gear used for the connection fails and the endpoints of the connection are not able to maintain communication. Subject to the terms and conditions of this Service Availability Metric ("SAM"), Licensor will provide Service credits for a failure to meet the stated metric.

The Parties acknowledge that AWS Direct Connect provides Customer access to "External Service" provided by Amazon Web Services. "External Service" shall mean service provided by non-Digital Realty network elements or facilities, including, without limitation, network elements operated by third parties that are not directly contracted for by Licensor, the public Internet backbones and networks, any server on the Internet, customer premise equipment ("CPE"), or local access service of any type not directly contracted by Licensor. This SAM does not cover the availability of External Service and Customer shall not be eligible for a service credit when an outage is caused by an External Service failure.

Customer acknowledges that AWS Direct Connect is an "Unprotected" service and therefore does not employ a protection scheme providing for the re-routing of traffic in the event of equipment or passive physical media failure.

A. Remedies and Credits If in any one calendar month AWS Direct Connect downtime exceeds one minute, the Customer will be entitled to a credit as defined herein. AWS Direct Connect credits are determined and calculated on a per-occurrence basis. Customer acknowledges that Licensor does not proactively monitor AWS Direct Connect service and therefore it is the responsibility of the Customer to notify Licensor's Network Operations Center ("NOC") of all outage events.

The duration of a fault commences upon the Digital Realty Network Operations Center's initial awareness of an outage, and ends when the service has been restored. Where a service outage is due to a qualified event as defined in section 1 of this Service Availability Metric, credits will only be given for the AWS Direct Connect service experiencing the qualified outage. Notwithstanding the foregoing, if service unavailability exceeds the AWS Direct Connect SAM, Customer will be entitled to a credit per the schedule below.

Credits are considered non-proactive and are not applied automatically to Customer's monthly invoice. Non-proactive credits must be requested in writing from Customer's Digital Realty Sales Team within ninety (90) days of the resolution of the event for which the credit is being requested. Licensor will apply any non-proactive credits due to Customer on Customer's monthly invoice following their request and Licensor's determination that the event lies within the scope of coverage. The maximum credit in a calendar month for any affected circuits shall not exceed 100% of the monthly recurring charge for the affected service. Licensor will process the Customer credit applying the credit parameters as specified below.

Type of Credit: Non-Proactive (in hrs:mins:sec)

Cumulative Unavailability	Amount of Credit
0:01:00 – 02:00:00	No Credit
02:00:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
> 08:00:00	50%

2. Chronic Outage Customer may elect to terminate AWS Direct Connect service immediately without termination liability if, for reasons other than an excused outage, service is unavailable for more than 48 consecutive hours, or if more than five (5) confirmed outages, each consisting of at least one (1) hour of unavailability occur within a 30 day period.

If an AWS Direct Connect service suffers a Chronic Outage, Customer may cancel the service without early termination fees or other penalty by providing Licensor with written notice of its desire to cancel service within 30 days of the Chronic Outage condition. Upon verification of the Chronic Outage condition, Licensor will cancel the service immediately upon receipt of such notice and will credit the Customer with any unused monthly fee for which the Customer has previously paid.

3. Installation Interval Licensor will manage the installation interval based on the Service Delivery Installation Matrix posted on the Digital Realty Customer Portal at <https://marketplaceportal.telx.com/web/guest/library> and included with the Customer Resource Guide or such other period as may be mutually agreed to, in writing, by the parties.

The guarantee for Amazon Direct Connect service installation is determined and calculated on a per-install basis. The processing of any Customer credit will be done by Licensor, and the credit parameters specified in the Service Delivery Installation Matrix shall apply.