



Service Level Agreement

1. **Scope** This Service Level Agreement (SLA) applies to Customer's service performance for Licensor's Colocation Services, Interconnection Services, IP Transit Services and Cloud Services. The interpretation of this SLA is, at all times, intended to be subject to and consistent with the Customer Resource Guide, which is available to customers at <https://marketplaceportal.telx.com/web/guest/library>.
2. **Notification and Credits** Service-impacting conditions may be reported either by Customer or by Licensor. At the time Customer or Licensor believes that a service impacting condition has occurred, the reporting party(s) must initiate a trouble ticket by contacting Digital Realty's Network Operations Center ("NOC") in accordance with the method of contact set forth in the Customer Resource Guide. For the purpose of determining the amount of any credit, periods of unavailability will be deemed to commence when Licensor opens a trouble ticket to track such unavailability and will be deemed to end when Licensor has restored availability based on the noted restoration time in the applicable trouble ticket unless Customer provides technical documentation to establish the exact time(s) of the beginning and/or end of the period of unavailability. A trouble ticket will be opened within 15 minutes of Licensor discovering the outage or within 5 minutes of Customer notifying Licensor of the outage. Credits will be applied to Customer's first monthly invoice subsequent to Licensor's determination that a service impacting condition that lies within the scope of coverage has occurred.
3. **Exclusions** Service quality objectives cover only those events isolated to the covered areas, as specified in Section 1 above. SLA objectives do not apply to Excused Outages which include scheduled, emergency or Customer-requested service interruptions or maintenance windows. Measurement of outages will be conducted only in accordance with the service levels defined for each product set and can be viewed at <https://marketplaceportal.telx.com/web/guest/library>. Under no circumstances will any tests performed by Customer, its vendors or partners, be recognized by Licensor as the sole measurable criterion of violation length, quality or type for the purposes of establishing a service credit hereunder. All customer measurements must be verified by Licensor. The SLA objectives contained herein apply only to Digital Realty customers secured via a valid Master Terms and Conditions; they do not apply to customers of Customer. Credits will not be given for outages involving: (a) trouble tickets associated with new installations; (b) trouble tickets erroneously opened by Customer; (c) a circuit release required by Customer for testing; (d) trouble tickets opened by Customer for service monitoring purposes only; or (e) trouble tickets related to Customer maintenance, configurations, negligence, accidents or omissions or use of Licensor's network or services in breach of the Master Terms and Conditions or Acceptable Use Policy; (f) false SLA breaches reported as a result of outages or errors of any Licensor measurement system; (g) events beyond Licensor's reasonable control; acts or omissions of Customer, its employees, contractors, agents, End Users or other service providers and carriers; (h) the failure or malfunction of equipment, applications or systems not owned and controlled by Telx; (i) a Force Majeure event; (j) Customer's failure to permit entry by Licensor or make facilities or components available to Licensor for testing or repair; or otherwise to comply with Licensor instructions and service requirements; (k) customer premise equipment ("CPE"); or (l) local access service or 3rd party service of any type. The Service credits set forth in this Attachment are Customer's sole and exclusive remedy if Licensor fails to meet the service level thresholds stated herein and in any calendar month the maximum Service credit to which Customer shall be entitled for any Service will not exceed the MRC for such Service except where otherwise noted.
4. **Chronic Outage** Customer may elect to terminate an affected Service prior to the end of the Service Term without termination liability for reasons other than an Excused Outage as defined in the Chronic Outage subsection for individual Digital Realty product sets. Customer may only terminate such Service that is unavailable as described and must exercise its right to terminate the affected Service in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Customer in such notice of termination. Except for any credits that have accrued pursuant to Remedies and Credits offered as a part of each Product subsection, this sets forth the sole remedy of Customer for chronic outages or interruptions of any Licensor Service covered in this agreement. Failure by Customer to provide Licensor with timely notifications as set forth herein will be deemed a waiver by Customer of this termination right.
5. **Credit Types** Licensor offers two types of service credits under this SLA. Proactive credits are automatically processed by the appropriate Digital Realty team member, and are credited to Customer's monthly invoice following Licensor's determination that the event lies within the scope of coverage. Customer is not required to request proactive credits. However, if Customer feels that Licensor has not applied a credit correctly, Customer is able to request these credits via their Digital Realty Sales Team anytime within ninety (90) days of the resolution of the event in question. Non-proactive service credits 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.
6. **Installation Intervals** Licensor will deliver contracted services within the installation intervals set forth in the Customer Resource Guide. The interval for measuring the fulfillment of a service request begins when Licensor has all required information to begin an installation as evidenced by the issuance of a Firm Order Confirmation ("FOC") or other such notification indicating all preliminary requirements have been fulfilled. Licensor will manage the installation interval based on the Service Delivery Installation Matrix posted on the Digital Realty Customer Portal <https://marketplaceportal.com/> and included with the Customer Resource Guide or such other period as may be mutually agreed to, in writing, by the parties.

Changes to an accepted work order, Customer-initiated delays and any Customer credit approval issues will place the installation interval on hold. The interval concludes with the availability of the contracted service and the establishment of billing. The Service Delivery Install Intervals apply only to the availability of the Licensor contracted service. They do not apply to CPE, 3rd party elements contracted for by Customer or by Licensor on behalf of Customer or any other Customer provided infrastructure.
7. **Telx Service Availability Metrics** Licensor will use commercially reasonable efforts to ensure that Licensor's Services will be available at all times. Individual service availability metrics are available by product purchased and are linked as addendums to this agreement. Please refer to the specific product service level for full details.
8. **Product Metric Addendums** Licensor installation and service availability metrics are product specific service level addendums. Individual service metric statements are posted on the Digital Realty Customer Portal and may be included as addendums to this agreement. Remedies and Credits for disruptions to services covered as a part of this SLA are defined for each individual product set as a part of their respective addendum.