

NTT America RagingWire Colocation Service Level Agreement

NTT America, Inc. (“NTTA”) Data Center Services

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1. Introduction

The service levels set forth in this document apply to certain colocation services (“**Services**”) provided by NTT America, Inc. (“**NTTA**”) to its customers (each a “**Customer**”) at certain RagingWire data center facilities located at Sacramento, California, Ashburn, Virginia and/or Dallas, Texas (“**Data Center(s)**”). This document contains the following service levels, which are subject to the terms set forth below:

- (a) **Infrastructure Service Level Agreement.** See Exhibit A-1.
- (b) **Internet Bandwidth Service Level Agreement.** See Exhibit A-2.
- (c) **Remote Hands & Eyes Service Level Agreement.** See Exhibit A-3

NTTA reserves the right to amend this document from time to time. Amendments shall be effective upon posting of the revised document on the NTTA website.

2. Service Outage Exclusions.

The unavailability of Services due to the following will not be considered to be service outages, nor will credits be issued for:

- (a) The failure or unavailability of any Customer-provided power circuits (such as Customer’s provided PDUs or power strips) or equipment;
- (b) Customer’s software applications, content, or Customer configurations;
- (c) Acts or omissions of Customer or its representatives (which include, without limitation, any employees, contractors, subcontractors, customers, or agents of Customer or other individual(s) authorized by Customer to enter the Data Center(s));
- (d) Any cause beyond NTTA’s reasonable control, including, but not limited to, any act of God, earthquake, explosion, flood, fire, power failure, blackout, severe weather, or other catastrophe; any embargo, insurrection, national emergency, terrorist act, or war; any law or any order, direction, or request of any federal, state, local, foreign, or other government or of any civil or military authority; or unavailability of necessary equipment, supplies, services, labor, or facilities;
- (e) Services provided by a third party outside of NTTA’s control;
- (f) Customer planned or requested outages, or emergency repairs;
- (g) Customer’s actual power consumption exceeding 60% of the capacity of a power circuit;
- (h) Failure of Customer to plug each cord on dual corded equipment into separate uninterruptible power supplies (“**UPS**”) or use of single corded equipment;
- (i) Customer plugging one (1) or more power strip into another power strip;
- (j) Using single corded equipment where the use of dual corded equipment would have prevented the equipment from losing power, or failure to properly configure dual corded equipment (e.g. connecting dual corded equipment to the same UPS;
- (k) The activation or the required periodic testing pursuant to State or local laws or regulations, of any of the Emergency Power Off (“**EPO**”) switches;
- (l) Failure of Customer to use or properly configure redundant Internet/network ports;
- (m) The failure of Internet traffic exchange points including, but not limited to, Network Access Points (“**NAPs**”) and Metropolitan Area Exchanges (“**MAEs**”); or
- (n) The performance (or lack thereof) of Internet networks controlled by others.

3. Credit Limitations.

Customer may not receive more than a day’s monthly recurring charges credit under the applicable Service Order for any 24-hour period. The total credits for Service under a Service Order in a calendar month may not exceed the related monthly recurring charges for that Service in such Service Order for the applicable month. Notwithstanding anything to the contrary, if any unavailability, defect, impairment or other fault in any Service is covered by a service level, to the maximum extent permitted by law, Customer’s sole and exclusive remedies for such unavailability, defects, impairments or faults will be limited to those stated in the applicable service level. Such remedies are in lieu of all other remedies.

Infrastructure Service Level Agreement

1. **SPECIFICATIONS.** Customer is responsible for all power circuit installation and de-install fees (“**NRC**”).
2. **INFRASTRUCTURE SERVICE LEVEL GOALS.** 100% availability of power and cooling.
3. **INFRASTRUCTURE SERVICE OUTAGE.** An Infrastructure service outage (“**Infrastructure Service Outage**”) occurs when:
 - 3.1 Power is not made available to the power receptacle(s) in the rack(s)/cabinet(s) as measured by NTTA monitoring equipment, such that Customer’s equipment no longer functions due to lack of continuous power, and/or
 - 3.2 The ambient raised floor temperature exceeds ASHRAE + or – 5 degrees Fahrenheit surrounding the cage or cabinet as measured by the closest NTTA monitoring point.
4. **INFRASTRUCTURE OUTAGE CREDIT.**
 - 4.1 For a Service Order, if Customer experiences 1 or more Infrastructure Service Outages in any 24-hour period, Customer will receive pro-rata credit for an entire day of that Service Order’s reserved power fee monthly recurring charge (“**MRC**”) for the affected floor space and power circuit(s).
 - 4.2 Credit for an entire day of reserved power fee MRC is equal to 1/30 of the Service Order’s reserved power fee MRC for the applicable month related to the affected portion of the floor space and power circuit(s).
5. **CHRONIC OUTAGE EVENTS**
 - 5.1 A “**Chronic Outage Event**” shall occur if there are Infrastructure Service Outages (“**Infrastructure Service Outage**”) defined in this Section 5 as: (a) all primary and redundant power circuits providing power to one (1) or more Customer rack(s) / cabinet(s) under Section 3.1; or (b) a cooling outage under Section 3.2 in a three (3) months in a consecutive 6-month period. Outages under Section 3.1 and 3.2 that occur at the same time shall be considered as 1 outage.
 - 5.2 If Customer experiences a Chronic Outage Event for the Infrastructure Service Level Agreement, Customer shall have the right to terminate the applicable Service Order for which the Chronic Outage occurred in such Service Order’s entirety.

Internet Bandwidth Service Level Agreement

This Service Level Agreement only applies to RagingWire-provided Internet bandwidth.

1. **INTERNET BANDWIDTH SPECIFICATIONS.** Unless specified differently in a Service Order, Customer is responsible to provide routing management.
2. **INTERNET BANDWIDTH SERVICE LEVEL GOALS.**
 - 2.1 **Latency Goal.**
 - 2.1.1 NTTA seeks to achieve an average round-trip transmission time of 85 milliseconds or less (for a 100 Byte ping packet) within the United States NTTA IP Backbone Network (“**Latency Goal**”).
 - 2.1.2 Latency shall be measured daily by averaging sample measurements taken by NTTA each day within NTTA’s domestic IP Backbone Network.
 - 2.2 **Packet Loss Goal.**
 - 2.2.1 NTTA seeks to achieve a Packet Loss of all packets transmitted of no greater than 1% across the NTTA IP Backbone Network (“**Packet Loss Goal**”).
 - 2.2.2 Packet Loss shall be measured daily by averaging packet loss in sample transmissions taken by NTTA each day solely among points that are within the NTTA IP Backbone Network, excluding delivery failures that are not attributable to performance of the NTTA IP Backbone Network (e.g., local loops and exchange points).
3. **INTERNET BANDWIDTH SERVICE OUTAGE.**
 - 3.1 **Latency Outage.** Occurs when NTTA average round-trip transmission time is greater than 85 milliseconds (for a 100 Byte ping packet) within the United States NTTA IP Backbone Network, as measured daily by averaging sample measurements taken by NTTA each day within NTTA’s domestic IP Backbone Network.
 - 3.2 **Packet Loss Outage.** Occurs when packet loss for packets transmitted is greater than 1% across the NTTA IP Backbone Network, as measured daily by averaging packet loss in sample transmissions taken by NTTA each day solely among points that are within the NTTA IP Backbone Network, excluding delivery failures that are not attributable to performance of the NTTA IP Backbone Network (e.g., local loops and exchange points).
 - 3.3 **Network Outage.** Occurs when NTTA is unable to transmit network packets on behalf of Customer to the Internet Backbone for a continuous period in excess of 500 seconds at any time during a calendar day.
 - 3.4 **Internet Bandwidth Service Outage.** Occurs when a Latency Outage, a Packet Loss Outage, and/or a Network Outage occurs during a calendar day.
4. **INTERNET BANDWIDTH CREDITS.**
 - 4.1 For a Service Order, if Customer experiences one 1 or more Internet Bandwidth Service Outages in any 24-hour period, Customer will receive credit for an entire day of that Service Order’s base Internet bandwidth MRC.
 - 4.2 Credit for an entire day of base Internet bandwidth MRC is equal to 1/30 of the Service Order’s base Internet bandwidth MRC for the applicable month.
5. **MEASUREMENT OF INTERNET BANDWIDTH – 95th Percentile.** For each Service Order.
 - 5.1 Internet bandwidth is measured by taking samples of usage every 5 minutes during a calendar month and collecting 2 readings (cumulative of inbound feeds and cumulative of outbound feeds at the same measured point in time).
 - 5.2 The measurements are stored and become data points. At the end of the month, all data points taken during the month are ranked in ascending order.
 - 5.3 NTTA will discard the top 5% for each set (inbound and outbound) of data points.
 - 5.4 The highest remaining sample of the 2 sets becomes the Customer’s sustained (base) or burstable usage number for that billing cycle.
6. **BURSTABLE INTERNET BANDWIDTH.**
 - 6.1 Availability of burstable Internet bandwidth is based upon network resources not controlled by NTTA. NTTA does not guarantee that the full burstable Internet bandwidth will be available.
 - 6.2 If Customer’s average Internet bandwidth usage for a Service Order during a month exceeds the base Internet bandwidth purchased by Customer, Customer will be charged for the excess average usage at the burstable Internet bandwidth rate.

7. CHRONIC OUTAGE EVENTS

- 7.1 A “**Chronic Outage Event**” shall occur if there are more than three (3) Internet Bandwidth Service Outages in a consecutive six (6) month period.
- 7.2 If Customer experiences a Chronic Outage Event for the Internet Bandwidth Service Level Agreement, Customer shall have the right to terminate the Internet Bandwidth Services from the applicable Service Order in which the Chronic Outage Event occurred in its entirety. Customer shall have the right to use another Internet provider, and NTTA will not charge Customer for Customer’s use of such 3rd party Internet provider except for NTTA’s standard fee for cross-connects taken by Customer to connect to such 3rd party provider.

Remote Hands and Eyes Service Level Agreement

1. TYPES OF REMOTE HANDS AND EYES SERVICES. NTTA offers Remote Hands and Eyes Services (“RH&E”) where NTTA will perform the task listed below for Customer within Data Centers. Services provided as Standard (charged in 1 hour increments), and can be On-Demand or Scheduled, depending on the nature of the request.

1.1 Standard RH&E Services. Provided on a time and materials basis.

1.1.1 Charged in 1 hour increments, with a 1-hour minimum charge per Standard RH&E Request.

1.1.2 Charged at the standard Remote Hands and Eyes rate at the time the Standard RH&E Service is performed.

1.2 Availability. 24 x 7, 365 days per year.

2. TIMING OF PERFORMANCE. Remote Hands and Eyes Services are defined as either On-Demand or Scheduled:

2.1 On-Demand RH&E Services. Assist Customer with immediate unplanned issues. These services include:

2.1.1 Cycling power on Customer’s equipment

2.1.2 Visual equipment checks

2.1.3 Attaching monitor, keyboard, mouse or consoles to equipment

2.1.4 Replacing Customer hardware components with spares / upgrades

2.1.5 Changing labeled cables

2.1.6 Rotations of label media (tapes, CDs)

2.1.7 Loading of media (tapes, CDs, DVDs, or USB media)

2.1.8 Troubleshooting of physical ports, including non-NTTA provided telecommunication circuits

2.1.9 Entering commands according to Customer instructions and relaying system responses

2.1.10 Executing built-in diagnostics according to Customer instructions

2.1.11 Perform other tasks requiring a similar skill level where immediate action is required

2.2 Scheduled RH&E Services. Assist Customer with planned activities. These services may include tasks requiring 2 or more NTTA technical resources to complete, but not requiring project management, and are generally expected not to exceed 4 hours in duration:

2.2.1 Upgrading disk drive capacity by installing new or additional drives

2.2.2 Installing newly received equipment under specific instructions

2.2.3 Adding memory cards

2.2.4 Configuring routers, switches, and other network equipment under specific instructions

2.2.5 Equipment inventory and labeling

2.2.6 Cross connect inventory and labeling

2.2.7 Support during planned, routine style maintenance activities

2.2.8 Equipment rack and stack of incremental equipment that requires no more than two engineers and no project management, not to exceed 4 hours in a single day

2.2.9 Perform other tasks requiring a similar skill level and duration where the activity can be scheduled between Customer and NTTA

2.3 All RH&E Services are performed at the Customer’s direction and guidance, using Customer provided procedures. NTTA will use commercially reasonable efforts to perform RH&E Services, but NTTA shall not be responsible for errors other than negligence or willful misconduct.

2.4 Tools. NTTA maintains a standard tool kit for its RH&E services. If Customer requests services that require specialized tools not on the list below, Customer will need to provide such tools or will be billed for actual expenses for NTTA to acquire them.

2.4.1 Standard Tools for On-Demand RH&E: Provided by NTTA:

a. Crash Cart with monitor, keyboard, mouse

b. Multi-purpose tool kit including screwdrivers, pliers, wire cutters, wrenches

c. Label machine and labels

d. Rack screws and nuts

e. Crimper tool – RJ-45 and RJ-11

f. Digital Camera

- g. Phone butt set
- h. Laptop with diagnostic tools to capture network device configurations and server configurations
- i. Cable testers for twisted pair Cat-4, Cat-5 and Cat-6
- j. Cable testers for multi-pair Cat-3, POTS, DSL, OSDN, DSO T1 backbone/horizontal only

2.4.2 Additional Tools for Scheduled RH&E (includes all Standard Tools and those listed below): Provided by NTTA:

- a. Fiber cleaning kit
- b. Fiber optical cleaner
- c. Fiber microscope
- d. Cable testers for single-mode and multi-mode fiber cable
- e. Copper cable tone tester
- f. Server Lift

3. PROFESSIONAL SERVICES. The following services are not within the scope of Remote Hands and Eyes, but are available from NTTA as Professional Services.

- 3.1 Initial Customer installation (commonly referred to as “racking and stacking”), de-installation of Customer equipment on move-out, or packing of Customer in equipment (Customer to provide packing materials)
- 3.2 Request for a NTTA engineering resource to go on-site to Customer’s location as a technical resource
- 3.3 An engagement that would require project management to complete, or would reasonably be expected to exceed 4 hours in duration
- 3.4 Examples
 - 3.4.1 Unscripted server rebuilds
 - 3.4.2 Project style racking and stacking
 - 3.4.3 Application or Database configuration
 - 3.4.4 Network and security configuration
 - 3.4.5 Complex troubleshooting

3.5 Customer cabling

4. REMOTE HANDS AND EYES SERVICE LEVEL GOALS.

4.1 On-Demand RH&E.

- 4.1.1 Upon receiving a request from Customer for On-Demand Remote Hands and Eyes Service, NTTA response time will be 60 minutes or less after receiving the request.
- 4.1.2 If Customer submits multiple concurrent requests, response will be measured against first request and requests will be serviced in the order in which they are submitted.

4.2 Scheduled RH&E.

- 4.2.1 Scheduled RH&E require 72-hour advance notice, but NTTA will at its option accommodate scheduled requests with shorter notification when staff levels allow.
- 4.2.2 For Scheduled RH&E requests, NTTA will reply within 4 hours of the request to confirm the schedule.
- 4.2.3 All Scheduled RH&E requests will begin within 15 minutes of the scheduled start time, unless mutually agreed to by Customer and NTTA.

5. REMOTE HANDS AND EYES SERVICE OUTAGE. If NTTA does not begin its response within the time listed above, a Remote Hands and Eyes Service Outage has occurred.

6. REMOTE HANDS AND EYES CREDITS.

- 6.1 **Standard RH&E.** If a Service Order has a Standard Remote Hands and Eyes Service Outage, Customer will receive an additional hour of Remote Hands and Eyes Services for that Service Order at no charge.

7. CHRONIC OUTAGE EVENTS

- 7.1 A Chronic Outage Event shall occur if there are more than three (3) Remote Hands and Eyes Service Level Outages in a consecutive six (6) month period.
- 7.2 If Customer experiences a Chronic Outage Event for the Remote Hands and Eyes Service Level Agreement, Customer shall have the right to terminate the Remote Hands and Eyes Services from the applicable Service Order in which the Chronic Outage Event occurred in its entirety.