



Service Level Agreement

This Service Level Agreement (“SLA”) is a component of the Master Services Agreement (“Agreement”) between OneColo and Customer. The purpose of this SLA is to outline the service level standards by which OneColo ensures to deliver Colocation Services to Customer. Subject to the terms and conditions of the Agreement, OneColo will use commercially reasonable efforts to deliver Colocation Services in accordance with the rigorous Service Level Objectives (“SLA Objectives”) set forth below. The SLA Objectives and Service Level Credits specified below do not apply to any Customer Equipment and/or any issues or disruptions arising therefrom, upstream provider outages or a Force Majeure event.

OUR SLA OBJECTIVES

In adherence with OneColo’s commitment to delivering the critical infrastructure support necessary to provide Colocation Services to Customer, Colocation Services will be measured on the basis of the following SLA Objectives: Power Availability, Environmental Control and Physical Security. These SLA Objectives are applicable on a 24 hour a day, 7 days per week basis.

1.) POWER AVAILABILITY

OneColo will use commercially reasonable efforts to ensure that Customer power will be available to Customer Space 100% of the time except as part of scheduled maintenance, upon a request by Customer, upstream provider outages or a Force Majeure event. This SLA Objective does not apply beyond the power receptacle (situated beneath the Data Center floor) at Customer Space.

In the event Colocation Services are not provided in accordance with this SLA Objective at any time during any month of Contract Term, OneColo will provide a Service Level Credit set forth below that is based on a percentage of the Monthly Recurring Charges (“MRC”) specified in the applicable Service Order on an escalating scale of aggregate downtime for the affected Colocation Services during such month up to a maximum Service Level Credit of 50% of the MRC for the month.



SLA Objective	Standard	Service Level Credit
Power	100% Availability	10 to 43minutes during month – 1% of MRC 43 to 432 minutes during month – 2% of MRC 432 minutes to 864 minutes during month - 5% of MRC 864 minutes to 1,296 minutes during month 10% of MRC 1,296 minutes to 2,160 minutes during month - 25% of MRC more than 2,160 minutes of downtime - 50% of MRC

2.) ENVIRONMENTAL CONTROL

OneColo will use commercially reasonable efforts to ensure that the supply outlet air temperature in the Data Center, otherwise known as the environmental temperature, will remain between 64 and 78 degrees Fahrenheit, and the relative humidity, otherwise known as the environmental humidity, will remain between 40% and 60%. Such commitment does not apply during scheduled maintenance, upon a request by Customer, to localized conditions within a particular Customer Space, upstream provider outages or a Force Majeure event.



Customer Equipment must be properly oriented to cold/hot aisles and otherwise comply with facility installation guidelines to be eligible for Service Level Credits related to this SLA Objective.

In the event Colocation Services are not provided according to this SLA Objective at any time during any month of Contract Term, OneColo will provide a Service Level Credit set forth below that is based on 5% of the MRC specified in the applicable Service Order for each 60 minute increment of aggregate downtime during the month up to a maximum Service Level Credit of 50% of the MRC for the month.

SLA Objective	Standards	Service Level Credit
Environmental Temperature	100% Availability between 64 and 78 degrees Fahrenheit	5% of MRC for each 60 minute increment of aggregate downtime up to a maximum of 50% of MRC per month
Environmental Humidity	100% Availability between 40% and 60% relative humidity	5% of MRC for each 60 minute increment of aggregate downtime up to a maximum of 50% of MRC per month

3.) PHYSICAL SECURITY

OneColo will use commercially reasonable efforts to ensure that access to Customer Space will be monitored and restricted at all times. In the event of any unauthorized access to such Customer Space at any time during any month of Contract Term, OneColo will provide a Service Level Credit of 50% of the MRC specified in the applicable Service Orders during any month of Contract Term.

Customer Space must be properly secured by Customer in order to receive Service Level Credit under this SLA Objective.

SLA Objective	Standard	Service Level Credit
Physical Security	No Unauthorized Access	50% of MRC for a month in which any unauthorized access occurred



MISCELLANEOUS

A.) Downtime

For the purposes of this SLA, “downtime” means the period of time the specific SLA Objective was not satisfied as measured from the point of violation until resolution of the issue, as determined by OneColo.

B.) Maximum Service Level Credits

Notwithstanding anything to the contrary in this SLA, the maximum Service Level Credit for a Customer under all of the SLA Objectives each month shall not exceed the MRC charged to Customer for such month during Contract Term.

C.) Reason for Outage (RFO)

OneColo will provide each Customer with a final Reason for Outage (RFO) within 5 business days of the service interruption or violation of any of these SLA Objectives.

D.) Proactive Crediting

OneColo commits to proactively issue all Service Level Credits outlined within this SLA within 5 business days of the service interruption or violation of any of these SLA Objectives.

E.) Modification or Changes

OneColo has the option to modify or change this SLA at any time. Upon such updating, OneColo will provide notice to Customer and post the updated SLA on OneColo’s website (www.OneColo.com).

F.) Questions or Inquiries

If there are any questions or inquiries regarding this SLA, please contact the Administrator by email at sales@onecolo.com.