

## Service Level Agreement

Licensor Services. Licensor shall provide the following Services to Customer in addition to specific services described in any Service Order (collectively, the “Services”):

### 1.1 Access to Facility and Licensed Area & Security

Customer can authorize up to four (4) persons to access the Facility and Licensed Area (the “Authorized Personnel”). Authorized Personnel may be added or removed by notifying Licensor in writing. Authorized Personnel shall be permitted to enter the Facility and shall have access to the Licensed Area twenty-four (24) hours per day, seven (7) days per week. Licensor shall limit access to the Licensed Area to Authorized Personnel and take reasonable security efforts to prevent unauthorized access to the Licensed Area. Facilities have electronic physical security measures, access documentation and surveillance cameras. No photo, video or voice recording equipment, food or drink, or hazardous materials shall be brought into the Licensed Area. Use of such items may result in suspension or termination of access rights. Customer shall be liable for the actions of any Authorized Personnel. Authorized Personnel must carry photo-identification to show Licensor when entering the Facility. Authorized Personnel may need to be accompanied, which may result in standard escort charges. In addition to the Authorized Personnel, Customer shall designate one (1) person as the primary account contact and shall provide the contact information for such person below. Customer shall ensure at all times that the list of Authorized Personnel and the primary account contact information is accurate and complete. In no event shall Customer, Authorized Personnel, any Customer employee, invitee, representative, independent contractor or other individuals accessing the Facility and the Licensed Area on behalf of Customer (collectively, Customer Representatives”), have the right to access any portion of the Facility other than the common areas and the Licensed Area. Licensor shall have the right to refuse access to the Facility and Licensed Area to anyone in its reasonable sole discretion if it determines that such person presents a hazard or security threat or if the License has been suspended or terminated. Licensor shall not provide or guarantee any data back up or storage of Equipment or content.

### 1.2 Facility Maintenance Services

Licensor shall maintain the Facility in a professional workmanlike manner consistent with colocation industry standards, but shall not have an obligation to maintain the Licensed Area. Licensor shall use its good-faith efforts to provide Customer (except in the case of emergency, in which event Licensor shall use reasonable efforts, but shall not be required, to provide Customer with prior notice) not less than twenty four (24) hours prior notice of Licensor’s intent to conduct facility maintenance services and planned repairs (including, but not limited to electrical, mechanical or plumbing work) that may disrupt the provision of Services to Customer. In the event such work will materially disrupt and/or interfere with the business of Customer within the Facility, Licensor and Customer will cooperate to determine an appropriate maintenance window to conduct such work. In emergency situations Licensor shall use reasonable care to minimize the disruption in Customer’s business without the creation of a maintenance window.

### 1.3 Interconnection/Cross-Connect Services

Upon Licensor’s acceptance of a Service Order, Licensor shall provide interconnection services to facilitate Customer needs of connectivity to other customers and carriers within the Facility at the pricing provided in the applicable Service Order (the “Interconnection Services”). Unless otherwise agreed to by Licensor, all Interconnection Services shall be performed in the Meet-Me-Area. In the event a conduit build is required for the purpose of extending connectivity to termination points outside of the Facility or the Meet-Me-Area (e.g. to other carriers within the Facility not in the Meet-Me-Area), such conduit build-outs shall be agreed upon in the applicable Service Order.

### 1.4 Power, Fire Suppression, Air Conditioning & Lighting

Licensor shall provide DC power and/or AC power to the Licensed Area as per the allotment specified in the applicable Service Order. Licensor shall be responsible for repairing and maintaining the electrical system of the Facility and shall provide a generator to back up the power supply. Licensor makes no representation or warranty with respect to the generator and shall be responsible for repairing and maintaining the generator and for supplying fuel to the generator. Licensor shall supply a fire suppression system and provide air conditioning service to the Facility consistent with colocation industry standards and shall be responsible for repairing and maintaining such fire suppression system and air conditioning equipment. Licensor shall provide common overhead lighting for the Facility and shall be responsible for repairing and maintaining the common overhead lighting system.

## 1.5 Service Level Agreement

If Licensor fails to provide any of the above Services under the terms defined by this Agreement, in addition to any other remedies set forth in the Agreement, Licensor agrees to provide a credit for service equal to the prorated Licensor billing for the portion of the MRC relating to the outage in question, provided Customer notifies Licensor within ten (10) days of Customer's inability to use the Services and further provided that the Services do not become unusable as a result of the actions or omissions of Customer, Authorized Personnel or circumstances or events beyond Licensor's control. Additional terms of this Service Level Agreement are set forth below.

## 1.6 Ordering

Each Service Order is a commitment for the Term (initial term and renewal terms). Services ordered pursuant to a Service Order shall not be cancelable by Customer except in accordance with Sections 3.1 and 5. Customer may not cancel orders for individual Services (other than individual cross-connects which are not sold to Customer as part of a pack) without (a) replacing the cancelled Services with new Services of equal or greater value or (b) paying to Licensor the aggregate MRC for the cancelled Services which would be payable for the duration of the then-current Term. Customer may place orders for Services by executing a Service Order or by submitting an order through Licensor's online ordering platform, if available (the "Customer Portal"). The following requirements must be met to access the Customer Portal: (a) the ordering party must be an existing Customer; (b) Customer's financial account must not be in arrears and (c) Customer must have created a profile and secured a username and password. Customer shall maintain the confidentiality of its account and password. Customer is responsible and liable for all activities that occur under Customer's account.

## Additional Terms

Licensor is committed to providing minimum service levels and additional services which support the overall operation of the Premises at no additional charge to Customer. The Service Level Agreement (SLA) addresses critical operating functions of Licensor's Data Centers including UPS, generator backup service, network transit, cooling and humidity levels. Licensor also maintains all non-critical operation services, including janitorial services, preventative maintenance on HVAC, generator and UPS systems at no additional charge to the customer.

All Licensor services are supported by the following Service Level Agreement (SLA). Should Licensor not meet its minimum obligations, the credit rates set forth below will be issued to the customer's account if requested and approved by Licensor.

Requests for all SLA violations must be made in writing by emailing [support@highland-networks.com](mailto:support@highland-networks.com) within thirty (30) days of the reported violation. An automated reply with a ticket ID number will be issued by Licensor's ticketing system, and will serve as evidence of the SLA violation request. A detailed list of the violation including date, time and service unavailability must be provided, along with any additional information that may be requested by Licensor's billing, support, or customer services departments.

## Power Availability Guarantee

Licensor guarantees that AC and/or DC power will be available to the customer's space, rack or cage 100% of the time with purchase of an A/B configuration. Licensor guarantees 99.99% power availability of A feed power of either AC and/or DC power. Should Licensor fail to meet the Power Availability Guarantee, Licensor upon customer's SLA violation request will issue a credit to the customer's next monthly billing invoice. A power outage is defined when customer loses complete power to a rack or cabinet dedicated circuit. A power outage does not include failure of customer equipment connected to the circuit commonly referred to a rack PDU. The credit will be based upon the client's monthly service billing for specific power fees. A credit will not be issued for failure of a single side of an A+B power configuration. The following credit schedule will be issued to the customer for violation of the Power Availability Guarantee:

A Side (single circuit) SLA credit:

Length of Power Unavailability	Credit Against Monthly Services
Less than 5 minutes	0%
5 to 60 minutes	10%
61-120 minutes	25%
121-360 minutes	50%
361 minutes and above	100%

A+B side (dual circuit to single PDU) SLA Credit:

Length of Power Unavailability	Credit Against Monthly Services
Less than 5 minutes	5%
5 to 60 minutes	25%
61-120 minutes	50%
121-360 minutes	100%

Power Availability Guarantees do not apply to A Side (single circuit) power customers during temporary power outages from scheduled maintenance windows announced to customers with at least 72 hours notification, emergency maintenance windows, or tripped breakers due to customers operating above 80% of the breaker rating.

#### **HVAC Commitment**

Licensor commits to providing average temperatures of 65-78 degrees Fahrenheit over a 24 hour period within the cold aisles of the data center. Temperature fluctuations may temporarily occur in the 64-80 degree Fahrenheit range. Licensor does not guarantee any temperature ranges inside of cabinets. If Licensor does not meet its HVAC commitment guarantee in any twenty-four (24) hour period, Licensor will issue a credit to the customer's account for the actual days that service was not in compliance for the HVAC commitment. Licensor reserves the right to modify the upper and lower limits in accordance with ASHRAE recommendations for data center operations of equipment.

Licensor will issue a daily credit, equivalent to 1/30 of the customer's monthly charges for each day service is in non-compliance with Licensor's HVAC commitment.

#### **Relative Humidity Commitment**

Licensor commits to providing average relative humidity of 40%-50% within the data center measured over a 24-hour period. Operating percentages may fluctuate in the range of 40-55%. Licensor does not guarantee any humidity percentages inside of cabinets. If Licensor does not meet its Relative Humidity Commitment guarantee in any twenty-four (24) hour period, Licensor will issue a credit to the customer's account for the actual days that service was not in compliance for the Relative Humidity Commitment. Licensor reserves the right to modify the upper and lower limits in accordance with ASHRAE recommendations for data center operations of equipment.

Licensor will issue a daily credit, equivalent to 1/30 of the customer's monthly charges for each day service is in non-compliance with Licensor's Relative Humidity commitment.

## Network Transit Availability

Licensor guarantees a 100% network uptime guarantee providing uninterrupted transit to the internet (as measured on a monthly basis with a VRRP configuration (dual routing from Licensor core networking equipment)). Licensor guarantees a 99.99% network uptime guarantee, providing uninterrupted transit to the internet (as measured on a monthly basis with a single network circuit configuration). Interrupted transit is defined as 100% packet loss to the internet. Licensor also guarantees Zero packet loss internal to Licensor's network. Licensor upon customer's SLA violation request and approval, will issue a credit to the customer's next monthly billing invoice. A network transit availability does not include failure of customer equipment connected to the network circuit, commonly referred to a customer's switch, router, or firewall. The credit will be based upon the client's monthly service billing for specific network transit fees. The following credit schedule will be issued to the customer for violation of the Network Transit Availability Guarantee:

### 99.99% Network Uptime – Single network circuit

Length of 100% packet loss	Credit Against Monthly Services
Under 60 minutes	0%
60-120 minutes	10%
121-360 minutes	25%
361 minutes and above	50%

### 100% Network Uptime – VRRP Configuration

Length of 100% packet loss	Credit Against Monthly Services
Under 5 minutes	10%
5-60 minutes	25%
60-120 minutes	50%
121 minutes and above	100%

## Exceptions

1. Qualified Service Outage – Qualified Network Service Outage exists when you are unable to transmit and receive data and the Company's records such an event. Customer shall not receive any credits under the Qualified Service Outage which is caused by or associated with:
2. Caused by customer directly
3. Caused by failure of customer's equipment
4. Caused by customer intentionally or unintentionally for failure to adhere to data center policies, rules and regulations
5. Due to failure of power, equipment, facilities, connections or equipment not provided by Licensor
6. Due to a force majeure event as defined in the MSA
7. Violations not reported within 30 days of the violation

8. Circumstances beyond the Company's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, or labor disturbance, interruption of or delay in transportation

9. Unavailability of or interruption or delay in telecommunications or third party services, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts)

10. Attacks by viruses or hackers, including Distributed Denial of Service (DDoS) attacks against the Company or the Company's network

11. Scheduled maintenance, system upgrades, or emergency maintenance

12. DNS or Domain Registry issues outside the direct control of the Company including DNS and Registry propagation issues and expiration

13. Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CFM, ASP, CGI, Perl, HTML, etc), server or software administration by the customer

14. Any negligence, willful misconduct, or use of the customer's account in breach of Company's Terms of Service Agreement or Acceptable Use Policy

15. Delays in email delivery, Issues with 3rd party email systems, including refusal or rejection of email by 3rd party mail systems

16. Outages elsewhere on the Internet that hinder access to your account. The Company is not responsible for browser, DNS, or other caching that may make your web site or email appear inaccessible when others can still access it. The Company will guarantee only those areas of the Internet considered under the control of the Company's links to the Internet, the Company's routers, and the Company's servers themselves.

#### **Invoice Credits**

SLA violations will result in a credit issued to customer's next monthly invoice for that affected service provided. Should the specific service not renew, the credit will be placed on the customer's account to be issued against the customer's next generated invoice. Should no service be a renewable term service indicating that the customer has effectively terminated all services, a refund will be issued to the customer for an equivalent dollar amount to the credit payable to the customer within sixty (60) days.