

## DATAMENA SERVICE LEVEL AGREEMENT

The purpose of this **datamena Service Level Agreement ("SLA")** is to define the measurable performance levels for the provision of Supplier's, or its Provisioning Entity's, Services and specify remedies available to Customer for failure to achieve these levels.

This SLA is applicable to a Service Order for datamena Service(s) which has been submitted by Customer, and accepted by Supplier, in accordance with either the Master Services Agreement or the online General Terms and Conditions (available from the datamena website at the following url: <http://www.datamena.com>) (collectively, the "**Agreement**").

1. **Definitions.** Terms used in this SLA, but not otherwise defined below shall have the meaning ascribed to them in the Agreement.

**Available or Availability** means the period of time, calculated on a monthly basis, which Supplier guarantees that the Services will be available to Customer, and in accordance with the formulas set out in this SLA;

**Chronic outage** means a repeated transmission issue due to frequent flapping (on more than two occasions in a month) or frequent unavailability (on more than two occasions in a month) which makes the Circuit unreliable for Customer application, and which Supplier is unable to resolve within five (5) working days;

**Humidity Threshold** has the meaning given in clause 6.2;

**Loaded Cabinet MRC** has the meaning given in clause 5.3;

**Monthly Review Period** means the calendar monthly periods commencing on the 1st day of each month during the Initial Term and any subsequent term, over which Service Availability is calculated, provided that the first Monthly Review Period will commence on the Service Commencement Date;

**Non-Redundant Power Threshold** has the meaning given in clause 5.2;

**Non Service-affecting Fault** means a fault that does not result in a Circuit being Unavailable;

**Prolonged Outages** has the meaning given to it in clause 0 of this SLA;

**Redundant Power Threshold** has the meaning given in clause 5.1;

**Service Availability** has the meaning given to it in section 4 of the SLA;

**Service Unavailability** means that the Service is Unavailable;

**Service Credits** means an amount which will be credited against the Charges payable by the

Customer for the Service in accordance with the formulas set out in this SLA;

**Service Operation Manual** means the document detailing the fault reporting process and the escalation procedures when reporting a fault to Supplier;

**Severely Errored Second** means a full second with a bit error ratio greater or equal to 1 in 1000;

**Target Service Commencement Date** means the target date that Customer would like the Services to be delivered by Supplier;

**Temperature Threshold** has the meaning given in clause 6.1; and

**Unavailable or Unavailability** means, as the context requires, that:

- (a) Signals cannot be transmitted over a Circuit in either or both directions due to a total break in transmission (in which case Unavailable time begins when a trouble ticket is raised and ends when the same trouble ticket is closed);
- (b) 10 consecutive Severely Errored Seconds have been observed. Such ten Severely Errored Seconds shall be considered to be part of Unavailable time. The end of the period of Unavailable time shall occur when 10 consecutive seconds without any Severely Errored Seconds have been observed. Such 10 seconds shall be deemed to be Available time;
- (c) Performance of the Circuit drops below the standard specified in ITU-T M2101 Recommendations; or
- (d) The period of time, calculated on a monthly basis, and in accordance with the applicable formula set out otherwise in this SLA.

## 2. Service Levels & Credits

- 2.1. Subject to clause 8 of this SLA, Supplier will provide Customer with Service Credits, as set out in this SLA, for failure to meet the following targets:

2.1.1. Target Service Commencement Date;

- 2.1.2. Service Availability;
- 2.1.3. Redundant Power Threshold;
- 2.1.4. Non-Redundant Power Threshold;
- 2.1.5. Temperature Threshold; and/or
- 2.1.6. Humidity Threshold.

number of hours (rounded up to nearest hour) in the applicable monthly period:

$$\frac{(\text{Total hours} - \text{Total hours Unavailable})}{\text{Total hours}} \times 100$$

**3. Target Service Commencement Date**

- 3.1. Supplier will use reasonable commercial efforts to provide the Service(s) on the Target Service Commencement Date. The Service Commencement Date may be a different date from the Target Service Commencement Date specified in the Service Order.
- 3.2. Subject to clause 8 of this SLA, in the event Supplier fails to make a particular Service available to Customer on or before the Target Service Commencement Date Customer will be entitled to receive a Service Credit calculated as follows:

<b>Number of Business Days by which the Target Service Commencement Date exceeds the Service Commencement Date</b>	<b>Service Credits as % of Installation Charge of affected Circuit:</b>
1 - 4 days	25%
5 – 10 days	50%
11 – 15 days	75%
More than 15 days	100%

- 3.3. For the avoidance of doubt, the Service Credits available pursuant to clause 3.2 of this SLA only apply to the original Target Service Commencement Date. If a Customer requests a change to an installation date during the implementation of a Service, then the Service Credits shall commence once again only upon Supplier's acceptance of the revised Target Service Commencement Date and/or Service Order Form.

**4. Service Availability.**

- 4.1. The following equation will be used to calculate Service Availability. References to hours are to the

- 4.2. All periods of Unavailability must be verified by Supplier or its Provisioning Entity. The period of Unavailability is measured from Customer's notification to Supplier, or Supplier's Provisioning Entity, of the incident to the time the Unavailability has been remedied as confirmed by Supplier or Supplier's Provisioning Entity.

- 4.3. Subject to clause 8 of this SLA, where Service Availability of a Circuit falls below a specified percentage, as set out in the SLA, during any monthly period, the Customer will be entitled to Service Credits on the applicable Monthly Charge per affected circuit, as follows:

4.3.1. For datamena Access Service, datamena Metro Connect Service :

<b>Service Availability during monthly period</b>	<b>Service Credits as % of the Total Monthly Charge for Service</b>
99.5% or greater	0%
99.49% to 99.0%	5%
98.9% to 98.0%	7%
97.9% - 95.0%	10%
94.9% or 90.0%	15%
Less than 90.0%	25%

4.3.2. For datamena IP Transit Service:

<b>Service Availability during monthly period</b>	<b>Service Credits as % of the Total Monthly Charge for Service</b>
99.99% or greater	0%
99.98% to 99.95%	5%

99.94% to 99.90%	7.5%
Less than 99.89%	10%

#### 4.3.3. For datamena Cross-Connect Service:

Cross Connect service at 99.99+% availability. This is met by achieving less than fifty two (52) minutes of Unavailability over a twelve (12) month period ("**Cross-Connect SLA Threshold**") per Cross-Connect. A Cross-Connect is considered Unavailable when the passive physical media that Supplier uses for the Cross-Connects fails and the endpoints of the Cross-Connect are not able to maintain a communication connection due to the failure of the physical media.

Subject to clause 8, if Cross-Connect Unavailability exceeds the Cross-Connect SLA Threshold, Customer will be entitled to a Service credit equal to the MRC for the affected Cross-Connect.

### 5. Redundant & Non-Redundant Power Threshold.

- 5.1. Redundant Power at 99.999+% availability. This is met by achieving less than five (5) minutes of Unavailability over a twelve (12) month period ("**Redundant Power Threshold**") per cabinet. For the purposes of this paragraph, a Redundant Power Service is considered Unavailable when a functioning cabinet that includes Customer provided automatic failover capability is powered by two (2) power circuits from different power busses, and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power.
- 5.2. Non-Redundant Power at 99.99+% availability. This is met by achieving less than fifty two (52) minutes of Unavailability over a twelve (12) month period ("**Non-Redundant Power Threshold**") per cabinet. For the purposes of this paragraph, a Non-Redundant Power Service is considered Unavailable when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power.
- 5.3. Subject to clause 8, if Unavailability exceeds the Redundant Power Threshold, or the Non-Redundant Power Threshold, Customer will be entitled to a

Service credit equal to 1/30th of the Monthly Recurring Charges for the affected power circuits and Licensed Space MRC for the cabinet attached thereto ("**Loaded Cabinet MRC**").

- 5.4. Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Redundant Power SLA Threshold.

### 6. Temperature & Humidity Thresholds

- 6.1. Temperature at 99.99+% availability. This is met by achieving less than fifty two (52) minutes of Unavailability over a twelve (12) month period ("**Temperature Threshold**") per cabinet. For the purposes of this paragraph, temperature is considered Unavailable when the temperature drops below 64.4 F (18 C) or exceeds 80.6 F (27 C).
- 6.2. Humidity at 99.99+% availability. This is met by achieving less than fifty two (52) minutes of Unavailability over a twelve (12) month period ("**Humidity Threshold**") per cabinet. For the purposes of this paragraph, Humidity is considered Unavailable when the humidity drops below twenty five percent (25%) or exceeds sixty-five percent (65%).
- 6.3. Subject to clause 8, if Unavailability exceeds the Temperature Threshold, or the Humidity Threshold, Customer will be entitled to a Service credit equal to 1/30th of the Monthly Recurring Charges for the Loaded Cabinet MRC.
- 6.4. For avoidance of doubt, Supplier or its Provisioning Entity measures Temperature and Humidity Unavailability between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.

### 7. Calculation of Service Credits.

- 7.1. If Customer is entitled to receive Service Credits on more than one guarantee as set forth herein, due to the same service-affecting incident, Customer will only receive the largest possible credit that it would otherwise be entitled to receive under a single guaranteed criterion.
- 7.2. In no event shall the total amount of Service Credits issued to Customer per month exceed the Monthly Charges invoiced to Customer for the affected Service

for that month.

- 7.3. Service Credits are calculated after deduction of all discounts and other special pricing arrangements, and will not be applied to governmental fees, taxes, surcharges, local access charges or any other charges other than monthly recurring Service charges.
- 7.4. The Customer must claim any Service Credit in writing within 30 (thirty) Business Days of the date on which the Customer could reasonably be expected to become aware of the Service Unavailability. The Customer will not be entitled to any Service Credits in respect of a claim unless and until the Supplier has received notice of the claim in writing within the specified period. Should the Supplier require additional information from the Customer, the Customer shall not be able to claim any Service Credits until the Supplier has received all information it reasonably requests.
- 7.5. Service Credits will be calculated monthly, aggregated and reflected towards the total Monthly Charge on the Customer's second invoice following the billing month in which the service-affecting event occurs. The Service Credits provided pursuant to this SLA are Customer's sole and exclusive remedies for all matters related to the service levels guaranteed in this SLA.
- 7.6. Where a monthly review period of applicable Service Credits incorporates part of a month, any Service Credit will apply to a pro-rated Monthly Charge.
- 7.7. Any Service Credits accrued but remaining unused after termination of the applicable Service may only be applied to charges accruing to the affected Service or new purchases of Supplier Services. All unused Service Credits will expire the earlier of twelve months after their accrual or upon the expiration or termination of the last Service Order with Supplier. Termination of a Service Order, the Service Schedule or the Standard Terms due to Customer's non-payment or other breach will immediately void all accrued, but unused Service Credits.

**8. Exclusions to Payments of Service Credits.**

- 8.1. Service Credits will not be payable by Supplier to Customer in relation to Target Service Commencement Date or Service Availability for faults or disruptions to the Service caused by any of the following:

- 8.1.1. Customer's failure to comply with the Agreement;
- 8.1.2. The fault or negligence of the Customer, its employees, agents, contractors or vendors;
- 8.1.3. A fault in, or any other problem associated with, Customer Equipment connected on the Supplier Network Termination Point, or local access facilities ordered directly by Customer;
- 8.1.4. Any event described as a Force Majeure event in the Agreement;
- 8.1.5. Any outage, unavailability or other degradation of the Service which is associated with or caused by Planned Outage events (which are not otherwise due to the fault or negligence of Supplier);
- 8.1.6. Any outage attributable in whole or in part to any act or omission of Customer, Customer's personnel, agents, contractors or vendors;
- 8.1.7. Construction of additional facilities which are required to connect the Customer's Equipment to the Supplier Network; or
- 8.1.8. Changes to a Service Order where such changes are initiated at Customer's request.

**9. GENERAL**

- 9.1. Unless otherwise designated by Supplier, Supplier's customer service can be reached as follows:

Country	Telephone	email
<b>UAE</b>	<b>+971 4 375 6666</b>	<b>tsd@datamena.com</b>