

This SLA applies to data center Co-Location Services, ordered by customers, pursuant to an executed agreement with either Buckeye Telesystem, Inc. or Block Line Systems, LLC. Hereafter the reference to Telesystem will apply to either entity. Where the services are provided solely by Telesystem, thus excluding any portion of delivery that is provided by a third party, and extends to the Telesystem handoff to the customer at the customer location. Capitalized terms not defined in this SLA shall retain the definition within the agreement. This SLA is the sole and exclusive remedy for any type of disruptions or deficiencies of any kind whatsoever for the Service.

## Overview of Sections

*Only the following components of the service offering are covered under this SLA.*

SECTION	COMPONENT	DESCRIPTION
1	Datacenter Structure	Guarantees availability and performance of the datacenter, network and other infrastructure.
2	Monitoring & Response	Guarantees monitoring of customer events.

## Service Level Definitions

### 1. Datacenter Structure

#### 1.1. Physical Infrastructure

- 1.1.1. Power Availability Remedy: In the event that Telesystem fails to provide A/C power 100% of the time in a calendar month and such failure directly and adversely affects Customer's equipment, Customer is entitled to a credit as described in Appendix A (SLA Credit Table).
- 1.1.2. HVAC Quality and Availability Remedy: In the event that the HVAC systems fail to maintain adequate cooling for Customer's equipment in a calendar month and such failure directly and adversely affects Customer's equipment, Customer is entitled to a credit for the cumulative duration as detailed in Appendix A (SLA Credit Table).
- 1.1.3. Fire Detections and Suppression Remedy: In the event that Telesystem security measures materially fail to meet the physical security standards and such failure directly and adversely affects Customer's equipment, Customer is entitled to a one-time credit in the amount of 100% of the Customer's monthly recurring fee.

### 2. Monitoring and Response

#### 2.1. Response

- 2.1.1. Response Time Remedy: Failure to meet the response time will result in a Customer credit as detailed in Appendix B (Monitoring Credit Table)

(a) **Service Commitment:** Buckeye Telesystem, Inc. (Telesystem) will use commercially reasonable efforts to make the Services available with an Annual Uptime Percentage (defined below) of at least 99.9% during the Service Year (defined below). In the event Telesystem does not meet the Annual Uptime Percentage commitment, (“Customer”) will be eligible to receive a Service Credit.

**(b) Definitions:**

- (i) **“Service year”** is defined as the preceding 365 days from the date of an SLA claim.
- (ii) **Customer Relations Business Hours:** 7:00AM to 7:00 PM EST Monday through Friday, excluding the following Holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day.
- (iii) **Network Operations Center Hours:** 365 days per year, 7 days per week, 24 hours per day
- (iv) **Time to Repair:** The time taken between opening an Eligible Customer’s trouble ticket and restoring service for said Trouble Ticket designated as Priority 1 and Priority 2.
- (v) **Time To Respond:** The time taken for Telesystem to initially respond to a service impacting Trouble Ticket logged by an Eligible Customer
- (vi) **Priority 1:** Trouble ticket classification for issues in which an Eligible Customer’s service is completely out or Inoperable
- (vii) **Priority 2:** Trouble ticket classification for issues in which an Eligible Customer’s service is experiencing a partial outage or service degradation affecting Customer’s Service.
- (viii) **Scheduled Maintenance:** Telesystem maintenance window is 2:00AM – 6:00AM, 7 days per week.
- (ix) **“Annual Uptime Percentage”** is calculated by subtracting from 100% the percentage of 5-minute periods during the Service Year in which the Services were in the state of Service Affecting Issue or Service Outage (defined below). If Customer has been using the Services for less than 365 days, Customer’s Service Year is still the preceding 365 days, but any days prior to Customer’s use of the Services will be deemed to have had 100% availability. Any Unavailability occurring prior to a successful Service Credit claim cannot be used for any future claim(s). Annual Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any Telesystem SLA Exclusion (defined below).
- (x) The **“Eligible Credit Period”** is a single month.

- (xi) **Service Affecting Issue:** An unscheduled period during which the Service performs irregularly or otherwise not up to normal specifications.
  
- (xii) **Service Credit:** A portion or total of the actual billed monthly recurring or non-recurring charge for the affected seat/station or site. Service Credits will never exceed the total MRC of the service within one month.
  
- (xiii) **Service Outage:** An unscheduled period, during which a customer’s Dedicated Data service is unable to send/receive packets. To qualify for Service Outage credits, the Eligible Customer must open a Trouble Ticket classified as Priority 1. Please see the “Exclusion” section for further details.
  
- (xiv) **“Scheduled Downtime”** means the total amount of minutes during the applicable period, during which Customer is not able to access the Services, due to planned system maintenance performed by Telesystem. Telesystem will use commercially reasonable efforts to perform Scheduled Maintenance daily between the hours of 2:00 am and 6:00 am. Telesystem will provide Customer at least 24 hours prior notice thereof via e-mail of any planned service affecting maintenance. For Scheduled Downtime occurring outside this period, Telesystem will use commercially reasonable efforts to provide Customer at least 3 days prior notice thereof via e-mail.

**(c) Service Commitments and Service Credits**

- (i) If the Annual Uptime Percentage for Customer drops below 99.9% for the Service Year, Customer is eligible to receive a Service Credit equal to 10% of the total Monthly Recurring Charges (MRC) of Customer’s Colocation contract for the Eligible Credit Period. To file a claim, Customer does not have to wait 365 days from the day they started using the Services or 365 days from Customer’s last successful claim, but may file only one such covering or including any given day or set of days. Customer can file a claim any time Customer’s Annual Uptime Percentage over the trailing 365 days drops below 99.9%. Notwithstanding any other provision in the Agreement, Customer reserves the absolute right to file a claim for each incident of downtime regardless of

frequency of occurrence; however, each claim must be filed within thirty (30) days of the latest incident included in the claim.

- (ii) Telesystem will apply any Service Credits only against future Telesystem payments otherwise due from Customer, except as set forth below. Service Credits shall not entitle Customer to any refund or any other payment from Telesystem unless Customer is in Customer’s final year of the Agreement and is terminating the Agreement. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, Customer’s sole and exclusive remedy for any unavailability or non-performance of the Services or other failure by Telesystem to provide the Services is the receipt of the Service Credit (if eligible) in accordance with the terms of this Section or termination of Customer’s use of the Services. Once it is determined an eligible Service Credit will be issued that Service Credit will be applied during the next available billing cycle.

#### **(d) Credit Request and Payment Procedures**

To receive a Service Credit, Customer must submit a request by sending an e-mail message to the Telesystem Sales Representative. To be eligible, the Service Credit must (i) include Customer’s full institution name in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of Unavailability that Customer claims to have experienced; (iii) include Customer’s request logs that document the errors and corroborate Customer’s claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (iv) be received by Telesystem within thirty (30) business days of the last reported incident in the SLA claim. If the Annual Uptime Percentage of such request is confirmed by Telesystem and is less than 99.9% for the Service Year, then Telesystem will issue the Service Credit to Customer within one billing cycle following the month in which the request occurred. Customer’s failure to provide the request and other information as required will disqualify Customer from receiving the Service Credit.

#### **(e) Telesystem SLA Exclusions**

The Service Commitment does not apply to, and Customer is not eligible for any Service Credit with respect to, any unavailability, suspension, termination of Services, or other Services performance issues: (i) that result from Scheduled Downtime; (ii) caused by factors outside of Telesystem reasonable control, including any Force Majeure event or Internet access or related problems beyond the demarcation point of the Services; (iii) that result from any actions or inactions of Customer or any third party; (iv) that result from Customer’s equipment, software, or other technology and/or third party equipment, software or other technology (other than third party equipment with Telesystem direct control); (v) that

result from failures of individual instances not attributable to Unavailability; or (vi) arising from Telesystem suspension and termination of Customer’s right to use the Services in accordance with the Agreement (collectively, the “Telesystem SLA Exclusions”). If availability is impacted by factors other than those explicitly listed in this agreement, Telesystem may in its sole and unlimited discretion issue a Service Credit considering such factors.

### Appendix A; SLA Credit Table

<b>Time to Respond</b>	<b>Service Credit</b>	
Zero (0) to 120 minutes	0%	of the MRC
120 minutes to 240 minutes	5%	of the MRC
240 minutes to 480 minutes	10%	of the MRC
480 minutes to 1,440 minutes	25%	of the MRC
1,440 minutes to 2,880 minutes	50%	of the MRC
2,880 minutes or longer	100%	of the MRC

### Appendix B; Monitoring Credit Table

<b>Time to Respond</b>	<b>Service Credit</b>	
Under 30 Minutes	0%	of the MRC
30 to 59 Minutes	5%	of the MRC
60 to 89 Minutes	10%	of the MRC
90 to 119 Minutes	25%	of the MRC
119 minutes or longer	50%	of the MRC