

Colocation Service Level Agreement

Version 3.3

NTT America Data Center Services

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Service Level Agreement for Premier NTTA Data Centers, including Network,
Power, and Environmental Performance

Summary: This the following features of Data Center Services, applicable at NTT America, Inc's ("NTTA") Ashburn, VA; Sterling, VA; San Jose (Lundy), CA; and Santa Clara, CA data centers.

1) Backbone Network SLA:

- The NTT Com Global IP Network is free of Network Outages 100% of the time.
- Latency will not exceed 50 milliseconds for the North American Network, 90 milliseconds for the Trans-Atlantic Network and 130 milliseconds or less for the Trans-Pacific Network.
- Packet Loss will not exceed 0.1%.
- Average jitter will not exceed 250 microseconds and will not exceed 10 milliseconds more than 0.1% of the time.

2) Power Interruption SLA:

For customers with primary and redundant power circuits a credit is available in the event of interruption.

3) Data Center Environment: Temperature and Humidity Incident SLA:

A credit is available if the cold-aisle environment falls outside of ASHRAE allowable standards.

For Colocation Services, NTTA provides customers with a Service Level Agreement for the Global IP Network as described in Section A below. In addition, for customers located in the Ashburn, VA; Sterling, VA; San Jose (Lundy), CA; or Santa Clara, CA data centers, NTTA provides additional Service Level Agreement parameters as follows:

A. Application of NTT Communications Backbone SLA

These NTT Communications Global IP Network [Service Level Agreements \(SLAs\)](#) provide NTTA's customers in North America with certain rights and remedies regarding the performance of the NTT Communications Network. These Backbone SLAs apply to North American customers receiving colocation services utilizing the NTT Communications Global IP Network ("Customer"), unless otherwise specified.

B. NTT America has developed the following SLA terms and conditions for Customers located in the Ashburn, VA; Sterling, VA; San Jose (Lundy), CA; or Santa Clara, CA Data Center:

1. Power SLA

Power Interruption

Applies to Customers with Primary and Redundant power circuits. If the primary and redundant branch circuits powering a loaded customer cabinet or rack in the colocation space experience a simultaneous interruption in electrical power, a "Power Interruption" shall be deemed to have occurred, and subject to the stipulations in the "Exceptions" and "Credit Requests and Payment Procedures" sections, Customer shall, as its exclusive remedy therefore, be entitled to a credit of Base Service charge as detailed in the "Base Service Charge credit" in table 3.1 below. Credits will be applied on a per-rack or cabinet

basis, only to the portion of the customer’s solution that experiences the interruption. Base service charge credits apply only to the monthly recurring charges for space and power

2. Temperature and Humidity SLA

The temperature and humidity ranges and measurement guidelines for NTTA’s colocation service SLA are based on the thermal guidelines for data processing environments of ASHRAE TC9.9 (American Society of Heating, Refrigeration and Air-conditioning Engineers Technical Committee 9.9, linked here: <http://tc99.ashraetcs.org/documents.html>) Sensors to measure and monitor the temperature are placed throughout the colocation center according to ASHRAE guidelines.

2.1. Data Center Temperature and Humidity Incident

If the supply air (cold aisle) temperature or relative humidity inside Customer’s colocation space falls outside the ASHRAE **recommended** range, a “Temperature or Humidity Incident” shall be deemed to have occurred, for which NTTA shall instigate corrective action immediately. If the corrective action fails to restore normal environmental conditions (temperature and humidity within ASHRAE TC 9.9 “Recommended Range”) within 48 hours, then Customer may be eligible for a credit, subject to the definitions of Temperature and Humidity Interruption in Paragraph 2.2 and the Interruption Eligibility Periods in Section 3 and exceptions in Section 4 below.

2.2. Data Center Temperature and Humidity Interruption

If the supply air (cold aisle) temperature or relative humidity inside any of Customer’s colocation space falls outside the ASHRAE **allowable** range causing automatic or manual shutdown of Customer rack-mounted IT equipment, a “Temperature or Humidity Interruption” shall be deemed to have occurred, and subject to the definition of Interruption Eligibility Periods and the stipulations in the “Exceptions” and “Credit Requests and Payment Procedures” sections, Customer shall, as its exclusive remedy therefore, be entitled to a Base Service charge Credit as detailed in the “Base Service charge Credit” section in table 3.1 below.

3. Base Service charge Credits

Table 3.1 Base Service charge Credits

Number of Interruptions in Any Rolling 12 month Period	Base Service charge Credit
1 st Interruption	1 Day of the Base Fee paid by Customer for such month
2 nd Interruption	2 Days of the Base Fee paid by Customer for such month
3 rd Interruption	5 Days of the Base Fee paid by Customer for such month
4 th Interruption	1 Week of the Base Fee paid by Customer for such month
5 th Interruption	2 Weeks of the Base Fee paid by Customer for such month

6 th or subsequent Interruption	4 Weeks of the Base Fee paid by Customer
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Interruption Eligibility Periods: Interruption Eligibility Period during Normal Conditions (no maintenance operations underway) is 8 hours or any portion thereof. Interruption Eligibility Period during Maintenance (maintenance operations underway) is 24 hours or any portion thereof.

Customer shall be entitled to Base Service charge credit of one day for each further 8 hours (in normal conditions) or 24 hours (in maintenance condition), or portion thereof, that an interruption persists.

4. **Exceptions.**

Customer shall not receive any credits under the NTTA Backbone SLAs, the Temperature & Humidity SLA, or the Power SLA in connection with any failure or deficiency of the NTTA Backbone, temperature, humidity or power caused by or associated with:

- a. Circumstances beyond NTTA's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, or flood;
- b. Failure of access circuits to the NTTA Backbone, unless such failure is caused solely by NTTA;
- c. Emergency Maintenance;
- d. DNS issues outside the direct control of NTTA;
- e. False SLA breaches reported as a result of outages or errors of any NTTA measurement system; or
- f. Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the NTTA Backbone or NTTA services in breach of NTTA's Terms and Conditions of Service or NTTA's Acceptable Use Policy.
- g. Failure of Customer to correctly utilize both the primary and redundant power branch circuits available to Customer.
- h. Circuit breaker trips due to overloaded amp draw from Customers' misuse of power; exceeding 80% of the rated breaker capacity.
- i. Failure of Customer to provide and install blanking panels to seal open spaces in Customer racks or cabinets to block recirculation of exhaust air from the hot (exhaust) aisle to the cold (supply air) aisle.
- j. Upon issuance of an updated version of ASHRAE's Thermal Guidelines for Data Processing Environments, the temperature and humidity ranges referenced above shall be replaced by the updated Recommended Range and Allowable Range values included therein.

5. **Credit Requests and Payment Procedures**

In order to receive a credit under this SLA, Customer must first open a trouble ticket to report and request resolution at the time of the incident. Customer may then make a credit request by submitting a billing ticket via the NTT America Customer Portal located at: us.portal.ntt.net. The credit request must include trouble ticket number(s) related to the credit request.

a. Credit Request Period

Global IP Network - Each request in connection with a network outage must be received by NTTA within seven days of the network outage and must be confirmed by NTTA's measurements of the NTTA Backbone. NTTA must receive each request in connection with latency or packet loss in a calendar month within seven days after the end of such month.

Power, Temperature, and Humidity - Each request in connection with a colocation interruption must be received by NTTA within 45 days of such interruption.

b. Application of Credits

- (1) Each valid credit will be applied to an invoice of Customer within two billing cycles after NTTA's receipt of Customer's request therefore. Credits are exclusive of any applicable taxes charged to Customer or collected by NTTA.
 - (2) Notwithstanding anything in the SLAs, the total amount credited to a Customer in connection with the above referenced SLAs in any calendar month shall not exceed, in the aggregate, the Base Service Fee paid by Customer for such month.
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