

## MANAGED IT SERVICES EXHIBIT SLA TO THE MASTER AGREEMENT for U.S. AVAILABILITY SERVICES

### I. SERVICE LEVEL AGREEMENTS / COMMITMENTS

#### 1. Internet Access Availability.

• **Guarantee** – CCNet Services guarantees that during any calendar month, its Internet protocol network utilized to access the Internet from the Designated CCNet Services Facility will have availability of 99.99% for Customer to transmit to, and receive information from, the Internet

• **Definition** – “Internet availability” is defined as the ability to route a data packet from Customer’s environment located within a cabinet or suite in the Space, to the egress point to the public Internet.

• **Measurement** – CCNet Services will measure availability of the CCNet Services Internet protocol network by computing the total number of successful performance measurements between agents as a percentage of the total number of attempts between agents. “Agents” are defined as passive devices that are located in every CCNet Services hosting facility. Network error conditions are considered “failed attempts”. Measurements will be posted to CCNet Service’s web site at <http://www.ccnetservices.com>.

• **Remedy** – If CCNet Services fails to provide Internet access in accordance with the Guarantee, and then Customer is entitled to a credit of one (1) day’s Service Fee for the Services on the applicable Schedule. If Customer exceeds eight (8) or more cumulative full hours of unavailability during a calendar month, Customer shall be issued a total credit of one (1) month’s Service Fee under the applicable Schedule for the calendar month in which CCNet Services failed to meet the Internet Access Availability Guarantee.

#### 2. Latency.

• **Guarantee** – CCNet Services guarantees that the average round trip latency between any two agents within CCNet Service’s Internet protocol network will not exceed an average of 75 milliseconds in North America during any calendar month.

• **Definition** – Latency is defined as the round trip time it takes for a data packet to travel between two agents within CCNet Service’s Internet protocol network. “Agents” are defined as passive devices that are located in every CCNet Services hosting facility. Each agent is placed on that hosting facility’s network infrastructure to take measurements across the CCNet Services Internet protocol network.

• **Measurement** – CCNet Services will measure latency by averaging sample measurements taken during the prior calendar month between agents on CCNet Service’s Internet protocol network. CCNet Services records the packet measurement based on the time in milliseconds that it takes to send a data packet and to receive the acknowledgement of that data packet. Measurements shall be posted to CCNet Service’s web site at <http://www.ccnetservices.com>.

#### 3. Packet Delivery.

• **Guarantee** – CCNet Services guarantees a monthly average success rate of 99% for packet delivery through CCNet Service’s Internet protocol network.

• **Definition** – “Unsuccessful delivery” is defined as packets dropped due to transmission errors or router overload before exiting the CCNet Services Internet protocol network.

• **Measurement** – CCNet Services shall measure packet loss by the number of re-transmitted data packet requests. All data packet retransmits are assumed to be due to a lost packet. Daily measurements will be summed and then divided by thirty (30) to calculate a monthly average. Measurements will be posted to CCNet Service’s web site at <http://www.ccnetservices.com>.

• **Remedy** – If CCNet Service’s average successful monthly packet delivery is less than 99%, then Customer is entitled to a credit of one (1) day’s Service Fees for the applicable Schedule for the calendar month in which CCNet Services failed to meet the monthly Packet Delivery Guarantee.

#### 4. Power.

• **Guarantee** – CCNet Services guarantees 100% power availability in all of the fully hardened CCNet Services facilities.

• **Definition** – Provision of uninterrupted power to the Designated CCNet Services Facility infrastructure and to the Equipment located within the Designated CCNet Services Facility in accordance with equipment manufacturer’s specifications. Customer will be provided with dual power feeds via physically diverse power distribution units. Customer’s Equipment must support multiple redundant power feeds or integrate a static switch which will provide redundancy to a single fed piece of Equipment, in order to qualify for the Guarantee.

• **Measurement** – Power availability is measured as the unscheduled time that the CCNet Services-provided dual power feeds were simultaneously unavailable.

• **Remedy** – If power is unavailable as a result of CCNet Service’s actions or inactions, such that Customer’s Services are interrupted, then Customer is entitled to a credit of one (1) day’s Service Fees for the applicable Schedule for each incident. If Customer exceeds eight (8) or more cumulative full hours of unavailability during a calendar month, Customer shall be issued a total credit of one (1) month’s Service Fee under the applicable Schedule for the calendar month in which CCNet Services failed to meet the Power Availability Guarantee.

#### 5. Server Availability.

• **Guarantee** – The servers for which Customer has contracted with CCNet Services for each of the following services: Equipment

- **Remedy** – If CCNet Service's average monthly latency is greater than the Guarantee above, then Customer is entitled to a credit of one (1) day's Service Fees for the applicable Schedule for the calendar month in which CCNet Services failed to meet the average trip Latency Guarantee.

#### 6. Network Hardware Availability.

- **Guarantee** – Network hardware components which are provided by CCNet Services to facilitate Local Load Balancing Services, and/or Geographic Load Balancing Services which are configured in a redundant configuration, wherein all single points of failure have been eliminated, shall be operational and available to Customer 99.99% of the time during the Agreed Term of the Schedule. Notwithstanding the foregoing, for all network hardware provided by CCNet Services in which the hardware is configured in a single architecture, CCNet Services commits that associated network hardware shall be operational and available to Customer 99.5% of the time during the Agreed Term of the Schedule.

- **Measurement** – CCNet Services shall monitor the network hardware and the network devices shall be polled every 5 minutes via a standard ICMP or SNMP poll.

- **Remedy** – If during any three (3) month period, network hardware availability for two (2) months (consecutive or non-consecutive) falls below the applicable Guarantee percentage as an average for the month, CCNet Services will credit Customer ten percent (10%) of the then current Monthly Fee for the affected Schedule, for each of the two months during which the Service Level was not met.

#### 7. Notification.

- **Guarantee** – CCNet Services shall notify Customer, in the manner as set forth herein and in CCNet Service's Services Guide within fifteen (15) minutes after CCNet Services has determined that Customer's Equipment/Services are unavailable.

- **Remedy** – CCNet Services shall credit Customer one (1) day's Service Fees for the applicable Schedule for the calendar month in which CCNet Services fails to meet the Notification Guarantee, which will not exceed eight (8) one (1) day credits per calendar month. In the event that Customer notifies CCNet Services regarding unavailability of Equipment/Services, this remedy is not operational.

Management Services; Operating System Management Services; and Platform Monitoring Services (hereinafter referred to as "the System") shall be operational and available to Customer 99.9% of the time during the Agreed Term of the Schedule. The System includes the Equipment and the operating system situated thereon and does not include the network infrastructure connected to the server.

- **Measurement** – System Availability will be measured utilizing internal monitoring software to measure the availability of Customer's System. The System shall be deemed available if the System is responsive to standard ICMP or SNMP requests.

- **Remedy** – If during any three (3) month period, System Availability for two (2) months (consecutive or nonconsecutive) falls below the applicable percentage as an average for the month, CCNet Services will credit Customer ten percent (10%) of the then current Monthly Fee for the affected Schedule, for each of the two months during which the Service Level was not met.

#### 8. Remedies General.

If CCNet Services fails to meet a defined Service Level during the Agreed Term of the Schedule, as Customer's sole monetary remedy, Customer shall be entitled to receive the credits as reflected herein by Service Level. Failure to meet the same Service Level three (3) times in any contract year shall entitle Customer the right to terminate the applicable Schedule upon ninety (90) days prior written notice to CCNet Services. In no event will the total credits for any occurrence exceed Customer's then current Monthly Fee for the applicable Schedule. CCNet Services shall not be responsible for the failure to meet a Service Level if the failure is caused by: (a) the breach of the Agreement or this Exhibit by Customer; (b) the negligence or intentional acts or omissions of Customer or its employees or agents; (c) Equipment malfunction (provided said Equipment has been maintained by CCNet Services in accordance with the terms of the Agreement); or (d) "Software Failure" as defined in the Agreement. In addition, any scheduled maintenance (including upgrades, repair or component replacement or scheduled backups) or other mutually agreed-to downtime shall not be included in calculating any Guarantee has been met. (Collectively all of the above shall be referred to as "Exceptions"). In addition, the Guarantees do not include any downtime as a result of: (a) Customer-made changes to applications or data; (b) Customer retaining ROOT or ADMIN privileges; (c) Customer requiring CCNet Services to maintain, or continue to run unsupported software or hardware releases; (d) Customer refusing CCNet Services maintenance changes for any reason; or (e) Customer retaining access control to the devices for which CCNet Services is providing the Services.