



## Collocation Service Level Agreement

### 1. Introduction

The Optimal Link Corporation (Oplink.net) monitors, reports and guarantees performance of its IP network every minute of every day. Regional measurements outside of Oplink.net's specific network are provided by Oplink.net's backbone provider(s), and are available upon verbal request to Oplink.net.

This SLA covers the following elements of the Service:

- Network Performance
- Domain Name Services
- Power Availability & Performance
- Cooling & Environment
- Physical Security
- 24 x 365 Support

Certain targets are defined below. If the targets are not met, then compensation (credits) will be provided to the customer. If the customer is not satisfied he may for any reason whatsoever terminate the collocation service in any month and charges will not be imposed for collocation services beyond the month the collocation ceases.

### Network Performance

The following are targets Oplink.net will achieve for every collocation customer:

#### **Oplink.net Houston Core Network**

- Free of Network Outages 99.999% of the time.
- Latency will not exceed 5 milliseconds
- 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.

#### **North American Network Performance**

- Packet loss < 1%
- Latency < 200ms
- Jitter: < 10ms during any 15 minute period

**South American Network Performance**

**South America**

Regions: South America (SA)

- Average Packet loss < 1.5%

**Europe**

Regions: Europe – East (EE), Europe – West (EW)

- Average Packet loss < 1%

**Asia/Pacific Rim**

Regions: Asia/Pac Rim – North 1 (AP-N1), Asia/Pac Rim – North 2 (AP-N2), Asia/Pac Rim – South (AP-S), Asia/Pac Rim – Australia (AP-A)

- Average Packet loss < 1.5%

Global On-Net Average Latency

Region	NA-E	NA-C	NA-W	E-E	E-W	AP-N1	AP-N2	AP-S	AP-A	SA
NA-E	85 ms	105 ms	145 ms	215 ms	155 ms	320 ms	325 ms	340 ms	370 ms	290 ms
NA-C	105 ms	85 ms	105 ms	265 ms	205 ms	290 ms	295 ms	310 ms	340 ms	330 ms
NA-W	145 ms	105 ms	85 ms	320 ms	265 ms	250 ms	255 ms	270 ms	300 ms	360 ms
E-E	215 ms	265 ms	320 ms	130 ms	150 ms	440 ms	455 ms	470 ms	500 ms	450 ms
E-W	155 ms	205 ms	265 ms	150 ms	100 ms	420 ms	425 ms	440 ms	470 ms	400 ms
AP-N1	320 ms	290 ms	250 ms	450 ms	420 ms	110 ms	105 ms	140 ms	260 ms	540 ms
AP-N2	325 ms	295 ms	255 ms	455 ms	425 ms	105 ms	105 ms	90 ms	210 ms	545 ms
AP-S	340 ms	310 ms	270 ms	470 ms	440 ms	140 ms	90 ms	110 ms	180 ms	560 ms
AP-A	370 ms	340 ms	300 ms	500 ms	470 ms	260 ms	210 ms	180 ms	120 ms	590 ms
SA	290 ms	330 ms	360 ms	450 ms	400 ms	540 ms	545 ms	560 ms	590 ms	

**Domain Name Services**

Oplink.net DNS server availability (primary or secondary backup): 100%

This SLA does not guarantee propagation of DNS data across the Internet or the hosting of secondary DNS service for Customer's primary domain in another location, and it does not guarantee against zone inaccuracies due to operator error.

### **Power Availability and Performance**

Oplink.net will provide power availability sufficient to run Customer hardware 100% of the time. Performance will be:

- Availability: 100%
- Voltage fluctuations: +/- 10%

### **Cooling and Environment**

Performance will be:

- Data Center Temperature: 67 – 74 degrees Fahrenheit
- Relative Humidity: 35% - 60%

### **Physical Security**

There will be 24x7 complete security of customer's equipment. Access to Oplink.net rack space requires all of the following: biometric scanning; magnetic card security; and manual access codes. No customer shall be allowed in the vicinity of Oplink.net rack space who is not personally escorted by an Oplink.net employee.

### **24x365 Support**

Oplink.net will maintain support engineers actively on duty 24 hours per day, every day of the year. These engineers will provide support in the Facility, by telephone (281-445-9800), or by online chat.

EMERGENCY Cases - 60 minutes

The following are the EMERGENCY categories:

- Server down
- Packet loss
- Routing issue

All other Cases - 120 minutes

## **2. Definitions**

### **Availability:**

Availability is defined as the monthly percentage of time (in minutes) during which the Customer can pass traffic. Unavailability (Outage) is defined as any network event resulting in downtime during which a Customer cannot pass traffic for a period in excess of ten (10) minutes, provided that such Outage is on the Oplink.net network and not caused directly or indirectly by Customer.

An Outage shall be deemed to commence upon the opening of a trouble ticket ("Ticket Open") with the Oplink.net Network Control Center and shall terminate upon the restoration of service. An Outage shall not occur during of routine maintenance or upon

the occurrence of an act outside of the control of Oplink.net such as loss of power at the customer premises or an act of nature.

**Core network:** Core network is defined as the Oplink.net network present in our Level(3) Houston location, meaning all network elements from the customer network ingress port(s) on the switch in the cabinet where the customer's equipment is located to the egress network ports of our main uplink router to our redundant BGP routed Internet backbone providers. Customer premise equipment is specifically excluded.

**Edge:** Edge is defined as inclusive of customer network port, local access, and customer premise equipment, measured end to end.

**Latency:**

$$\text{Average Latency} = \frac{\text{Sum of day's Latency readings on in milliseconds}}{\text{Total readings counted in a day}}$$

Latency is defined as the time required for a packet to travel round trip, either within or between Regions.

**On-Net:** On-Net is defined as any services which are exclusively delivered across the Oplink.net Core Network and are fully managed and supported by Oplink.net.

**Off-Net:** Off-Net is defined as any service that is not exclusively delivered across the Oplink.net Core Network nor fully managed and supported by Oplink.net.

**Packet Loss<sup>1</sup>:**

$$\text{Average Packet Loss (\%)} = \frac{\text{Sum of packets lost per day} * 100}{\text{Total packets sent within the Region per day}}$$

Average Packet Loss (%) for each Region is defined as the average percentage of packets not delivered when sent either within or between Regions.

The Packet Loss guarantee between Regions is the lesser of the regional guarantees in Section 2.

**Scheduled Maintenance Windows:**

Oplink.net will notify customer by email of all Scheduled Maintenance windows.

**3. Credits**

**Availability:**

Credits will be paid for Oplink.net's failure to meet the Average Monthly Availability as listed below if the elapsed time from Ticket Open exceed the following:

- Up to 2 hours<sup>2</sup>:                    5% of monthly billed, site revenue per affected site.
- 2 to 4 hours:                        10% of monthly billed, site revenue per affected site.
- Over 4 hours:                        15% of monthly billed, site revenue per affected site.

**Latency:**

For each day during which Latency exceeds targets listed in Section 2, Oplink.net will credit 1/30<sup>th</sup> of monthly billed, site revenue per site on any sites connected to the affected POP.

**Packet Loss:**

For each day during which Packet Loss exceeds targets described above under Network Performance, Oplink.net will credit 1/30<sup>th</sup> of monthly billed, site revenue per site on any sites connected to the affected POP.

**Credits:**

**Oplink.net will credit a Customer's invoice for Oplink.net' failure to meet the Service Level Targets as stated above. If the Customer is credited for the failure to meet an Availability target, the Customer will not be eligible to receive additional credits for Packet Loss or Latency.**

**The sum of all credits paid to the Customer per month shall not exceed 100% of total monthly invoice.**

**The Customer shall be responsible for notifying Oplink.net of any breach of the Service Levels Targets within 30 days of the occurrence of the breach. Such notification shall include any reasonable proof of such breach in order to receive credit. Credits will be applied to the following month's bill.**

**The Customer shall also be responsible for assisting Oplink.net in the restoration of service, including but not limited to, allowing access to customer machine rooms, engaging in network diagnostics, and providing LAN support personnel. Failure to do so may void the credits on the affected breach.**

**4. Termination Rights**

Currently Oplink.net collocation service products are provided on a month-to-month basis meaning that there is no obligation on the customer's part to continue service except for a

minimum of one month. There shall be no pro-rated refund for a partial month if the customer chooses to cancel service before the end of any given month.

No specific reason is necessary for a customer to cancel service. However, notice of cancellation must be provided to Oplink.net via email to [info@oplink.net](mailto:info@oplink.net) or by telephone to 281-445-9800 prior to the end of the month within which the customer wishes to cancel.

If the customer desires a contract account that is enforced on both parties for more than one month, the following shall apply:

Customer shall have the option to terminate any Connection with respect to which:

(a) in any three (3) consecutive months, Oplink.net (i) fails to achieve the stated service levels with respect to Latency or Packet Loss or (ii) has cumulative Outages that equal or exceed four (4) hours per month per Connection; or

(b) at any given time, Oplink.net has Outages that equal or exceed twenty-four (24) consecutive hours per Connection (each a "Termination Event").

In the event a Termination Event occurs and Customer desires to terminate the Connection with respect to which such Termination Event occurred, Customer shall provide Oplink.net with written notification detailing the performance deficiency(ies) giving rise to the Termination Event, which notice must be sent within thirty (30) days following the end of the third deficient calendar month for clause (a) above or deficient calendar month for clause (b) above, as the case may be. Oplink.net will then have thirty (30) days from the receipt of Customer's notification to remedy the deficiency(ies) by (i) meeting the service levels with respect to Latency and Packet Loss, and (ii) not having an Outage that equals or exceeds twenty-four consecutive hours per site during such 30-day cure period. If Oplink.net fails to meet the service levels with respect to Latency and Packet Loss or has an Outage that equals or exceeds eight (24) consecutive hours per site within such 30-day cure period, Customer will have the option to cancel the applicable Connection upon Oplink.net's receipt of written notice. Such termination shall be without any further obligation to Oplink.net other than the payment of all amounts due and owing to Oplink.net through the date of such termination inclusive of any credits that apply to Customer. Failure by Customer to provide Oplink.net with timely notifications as set forth herein, will be deemed a waiver by Customer of this termination right.