

## **Service Level Agreement**

### **Clause 1 - Subject Matter**

This Service Level Agreement (“SLA”) applies to the Services set forth in the Order Form. The SLA guarantees eligible customers reimbursement of (part of) their monthly datacenter services fee (“SLA Credit”) in case Dacentec did not perform to the performance metrics as defined in this SLA (“SLA Metrics”).

The SLA Metrics are either measured on a calendar month basis (“Monthly Metric”) or on an event basis (“Event Metric”).

### **Clause 2 - Service Delivery**

The Services will be delivered 24 hours a day, 365 days a year during the term of the Agreement.

The Services will be considered available to the Customer as of the Commencement Date indicated in the Order Form.

### **Clause 3 - Occurrence Handling**

In case of an Occurrence (as such term is defined in Annex 1), Dacentec will notify the Customer using the designated contact persons and their contact details as specified by the Customer on the Order Form.

In the event of a Customer identifying an Occurrence, he can contact the Dacentec Support team by email on the e-mail addresses indicating in the Customer portal (contact email address for colocation services).

### **Clause 4 - Service Levels, Guarantees and SLA Credits**

Service Level

Description

Guarantee

Calculator

SLA Credit

Exclusions

(in addition to Clause 5)

AIRCO

Airco is available under the SLA if the temperature of the air blown in the cold row is 77°F or less.

The airco has a guaranteed Uptime of 99.5%.

See below

If there is a power outage as a result of which the guaranteed Uptime is not achieved, the following SLA Credits will apply:

% delta with guaranteed Uptime

5%

8%

20%

25%

50%

% of monthly recurring fee set forth in the relevant Order Form for rack space (excl. connectivity, power usage and professional services)

< 0,9 %

Between 1 and 2%

Between 2% and 5%

Between 5% and 10%

More than 10%

In case an over-usage of power (more than as set out in the Order Form and/or Annex 1 of the Agreement) by Customer causes an airco problem, the SLA will not be applicable.

Service Level

Description

Guarantee

Calculator

SLA Credit

Exclusions  
(in addition to Clause 5)

#### Power

Power is available under the SLA if one of the two feeds (A or B) are available.

The power has a guaranteed Uptime of 99.99%.

See below.

If there is a power outage as a result of which the guaranteed Uptime is not achieved, the following SLA Credits will apply:

% delta with guaranteed Uptime

5%

8%

20%

25%

50%

% of monthly recurring fee set forth in the relevant Order Form for rack space (excl. connectivity, power usage and professional services)

< 0.4 %

Between 0.4 and 1%

Between 1% and 3.5%

Between 3.5% and 5%

More than 10%

In case an over-usage of power (more than as set out in the Order Form and/or Annex 1 of the Agreement) by Customer causes an airco problem, the SLA will not be applicable.

**Calculator Monthly Metrics:**

T1: Time that service has to be available according to the SLA (excluding circumstances mentioned in Clause 4 and 5)

T2: Time that service was available (excluding circumstances mentioned in Clause 4 and 5) Uptime % =  $(T1-T2)/T1 * 100\%$

The guaranteed Uptime is calculated as a percentage. This percentage is the percentage of the month (without circumstances mentioned in Clause 4 and 5) that the service was working (T2), based on the total time of the month (without maintenance windows and errors caused by Customer) that the service has to be available (T1).

In order to determine the breach of the guaranteed Service Levels, Dacentec's systems and records are leading.

#### **Clause 5 - Exceptions**

There will be no breaches of the guaranteed Service Levels set forth in Clause 4 and the Customer will not be entitled to SLA Credits in connection with such failure to meet the guaranteed Service Levels under Clause 4 which is caused by or associated with any of the following:

- Failure to meet the guaranteed Service Levels caused by the Customer or the Customer's
- Equipment or facilities; or
- Preventive or scheduled Maintenance; or
- Failure of any third party equipment; or
- Emergency Maintenance; or
- Circumstances beyond Dacentec's reasonable control.

#### **Clause 6 - Exclusive Remedy**

In case Dacentec fails to meet the guaranteed Service Levels under Clause 4, the Customer acknowledges and agrees that the relevant SLA Credit(s) set out under Clause 4 shall be the Customer's sole and exclusive remedy for such failure, save to the extent that the guaranteed service levels are not met and damage to the Customer Equipment has been caused as a result of gross negligence or wilful intent on the part of Dacentec.

In case of an Occurrence where both the Airco and Power SLA are breached, only the SLA will apply that grants Customer the biggest compensation for such Occurrence. In no event can Customer cumulate a claim under the Airco SLA and the Power SLA for the same event.

#### **Clause 7 - Claims Procedure**

All claims under this SLA must be submitted to Dacentec within seven (7) calendar days of the event that caused the SLA breach (Event Metric) or month (Monthly Metric). The Customer must submit the following information with the claim:

- Customer's name
- Rack ID's
- Date and time of the Occurrence

The Customer must submit the required information by electronic mail to [claims@dacentec.com](mailto:claims@dacentec.com). Dacentec will acknowledge receipt of a claim within seven (7) calendar days and will review all claims within ten (10) calendar days after receipt thereof and inform the Customer by electronic mail whether the appropriate compensation will be issued or whether the claim is rejected specifying the basis for rejection. The amount of compensation allocated to the Customer will be subtracted from the monthly fee by means of a credit note that will be issued for the next billing period.

#### **Clause 8 - SLA Credit Limitation**

Aggregated SLA Credits in a given month will be limited to 50 (fifty percent) % of the monthly recurring service fee for rack space.