



## ATTACHMENT 3 - COLOCATION SERVICES AND SLA

This Attachment 3 is attached to and incorporated into the Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

### Description of Colocation Services

#### 1. Included Colocation Services

"Colocation Services" means the following, to the extent specified in an Order.

##### Lease of Space

INAP will lease or sublease to Customer certain space ("Space") in certain facilities, as specified in the Order, solely for use by Customer to locate certain CPE. Subject to the SLA below, all Space shall be delivered to Customer, and Customer hereby accepts such Space "AS IS." The Space reflected in the Order is the estimated gross square footage required to meet Customer's space, power and cooling needs with its installation. The actual physical dimensions of the Space may differ from the estimated gross square footage specified in the Order and INAP shall have no liability to Customer for any differences in square footage between the Order estimate and the final dimensions of the Space.

##### Resilient Power and Cooling Infrastructure

INAP will provide a resilient and fault tolerant data center power and cooling infrastructure so that the facility will maintain operations within the power, cooling and humidity parameters specified in the SLA.

##### Comprehensive Security Program

INAP will provide trained on-site security personnel working through a documented security program in addition to locking private colocation Space so that Customer environments are secured. Access to the data center and to Customer colocation environments will be secured at all times.

##### Management and Monitoring

INAP will provide on-site data center support by data center managers, engineers and technicians 24 hours a day, 365 days a year so that data center power and cooling is available and Customer's collocated environment is secure. The NOC will monitor data centers remotely 24 hours a day, 365 days a year.

#### 2. Optional Colocation Services

If specified in an Order and upon payment of additional Fees, INAP will provide certain optional Colocation Services described below.

##### Cabinets, Cages and Private Suites

INAP will provision Space within an environment specified in the Order. Space may be contained within a locking cabinet, wire mesh cage, a hard-walled suite or some combination of these environments. Various levels of optional customization are available to support security and cooling requirements.

##### Primary and Redundant Power Circuits

INAP will provision Customer's power services in the manner specified in the Order. Primary power service will be delivered from the data center's resilient power infrastructure. Redundant power service will be delivered from the data center's resilient power infrastructure in a manner that establishes diversity from the primary power delivery system and, as a result, provides additional levels of availability to Customer.

##### Cross Connections to Carriers, Network Providers and Other Service Providers

INAP will provision cross connection services throughout the data center to enable Customer to interconnect with carriers, service providers and customers including Services and those services provided by third parties within the data center.

##### Remote Hands Services

INAP will make technical personnel, tools and resources available to Customer to assist in the remote management of Customer's colocation environment. Remote hands services will perform as directed by Customer in order to provide maintenance, management and/or installation of Customer's collocated equipment.

#### 3. Additional Terms

The following additional terms ("Additional Terms") apply to all Colocation Services. In the event of any conflict between these Additional Terms and the General Terms and Conditions of the Agreement, these Additional Terms shall control.

##### Customer Provided Equipment.

Customer will provide all CPE; INAP will only provide the equipment stated in an Order. Customer is responsible for the selection, use, compatibility, monitoring and support of all CPE. INAP will not be liable to Customer for any impairment of the Colocation Services resulting from CPE. Customer shall



promptly remove any CPE that INAP advises is causing, or is likely to cause, a hazard to, interference with or obstruction of the Colocation Services or any other Services. INAP may elect, in its sole discretion, to disconnect the Services immediately pending such removal. INAP shall have no liability: (a) for the installation, operation, management or maintenance of any CPE; (b) if any change in the Services renders the CPE obsolete or requires modification to the CPE; (c) if any modification or configuration performed by Customer of INAP's equipment or CPE impairs the performance of the Services; or (d) for the performance or availability of third party services.

#### **Access; Relocation**

Subject to Customer's compliance with INAP's Colocation Service manual that INAP provides to Customer at the installation of the CPE ("**Colocation Service Manual**"), access to the Space shall be available 24 hours a day, 365 days a year. Space access is limited to Customer-designated persons approved by INAP. INAP reserves the right to rescind or limit access to any person causing, or who may cause, a disruption or any damage to property or injury to persons. INAP may access the Space at any time. INAP may suspend Customer's operations in and around the Space if, in INAP's sole discretion, the Customer violates the Colocation Service Manual or if a hazardous condition, unsafe practice or emergency situation arises. INAP may, at its expense and upon reasonable notice, require Customer and CPE to relocate to another space having reasonably comparable access, environmental conditions and facilities. Any such relocation may include, at INAP's sole discretion, relocating Customer and CPE to a separate facility within the same geographical vicinity as the Space.

#### **Compliance with Rules; Underlying Agreements**

Customer shall comply with the requirements of any underlying agreement or instrument related to or encumbering the Space, including but not limited to, INAP's installation and maintenance specifications. Customer, its employees, agents and contractors shall abide by all applicable laws, regulations, tariffs, rules and policies related to the Space. If any underlying agreement or instrument (for example: a master lease or colocation agreement through which INAP is able to lease the Space to Customer) expires or terminates (for any reason or no reason), INAP will provide Customer with notice and following the effective termination date specified in any such notice, the Order for Customer's Colocation Services for the Space shall automatically terminate and any Colocation Services provided in connection with the Space shall also terminate without any liability to INAP.

#### **Services Modifications and Additions**

Neither Customer nor any person on its behalf may modify the Space without INAP's prior written consent, which consent may be given in INAP's sole discretion. All fixtures attached to or built into the Space shall be and remain part of the Space and shall not be removed by Customer unless directed to do so by INAP. Customer may not connect or interconnect the CPE with third party equipment or services without INAP's prior written consent, such consent may be given in INAP's sole discretion.

#### **Fees and Adjustments**

INAP invoices Fees monthly in advance (including minimum usage Fees), except for usage based services which INAP invoices monthly in arrears. During the term specified in the Order, Colocation Services are subject to an annual rate increase equal to the greater of (a) any increase in the Consumer Price Index for the prior year; or (b) 3<sup>1/2</sup> % of the annual contract value for all Colocation Services including, but not limited to, Space, power and cross connects.

#### **Security Interest**

Customer hereby grants INAP a continuing security interest in and lien upon the CPE for the purpose of securing all Fees owing to INAP. If Customer fails to pay INAP all Fees when due, upon delivery of written notice to Customer and a five business day cure period, INAP may (a) restrict Customer's physical access to the Space and all CPE; (b) take possession of the CPE and store it, at Customer's expense, and dispose of it after a period of 30 days; (c) terminate the Agreement and/or any Order in accordance with the General Terms and Conditions; and (d) exercise all other remedies available under applicable law.

#### **Termination of Agreement or Order**

Upon expiration or termination of the Agreement or any Order, Customer shall promptly remove all CPE as directed by INAP and restore the Space to its prior condition, all at Customer's sole cost and expense. INAP may remove, dispose and/or store any CPE not removed by Customer, and in the event INAP incurs any costs and expenses in restoring the Space to its prior condition (reasonable wear and tear excepted), Customer shall pay such costs and expenses on demand from INAP.

#### **Colocation Services SLA**

##### **Overview**

Subject to the terms and conditions of the Agreement, INAP will use commercially reasonable efforts to provide the Colocation Services in accordance with the Service Levels set forth below. The Service Levels and Service Level Credits specified below do not apply to any server not maintained by INAP (including any server available through the Internet) or CPE, or any issues or disruptions arising therefrom.

##### **Colocation Power**

If Customer has purchased and installed a redundant power solution ("**Redundant Power**"), INAP will use commercially reasonable efforts to ensure that Customer's power will be available to Customer's cage, cabinet, rack or suite 100% of the time except as part of scheduled maintenance or as requested by Customer. If Customer has purchased and installed a non-redundant power solution ("**Non-Redundant Power**"), INAP will use commercially reasonable efforts to ensure that power to Customer's cage, cabinet, rack or suite will not experience an electrical event exceeding 15 minutes except as part of scheduled maintenance, or as requested by Customer. Such Service Level does not apply or extend past the power receptacle at Customer's cage, cabinet, rack or suite and does not include Customer's electrical connections within its cage, cabinet, rack or suite. In the event Colocation Services are not provided in accordance with the Service Level during any month of the Order Term, INAP will provide a credit of 5% of the portion of the monthly recurring Colocation



Services Fees (“MRC”) specified in the Order for the affected Service for each 30 minute increment of downtime from the point of violation, up to 100% of such portion of the MRC for the affected Service.

Product Category	Performance Objective	Amount of Credit
Redundant Power	100% Availability	5% of MRC of affected Service per 30 minute increment over Performance Objective
Non-Redundant Power	<15 Minutes Unavailability per event	5% of MRC of affected Service per 30 minute increment over Performance Objective

**Environmental**

INAP will use commercially reasonable efforts to ensure that the supply inlet air temperature in INAP’s colocation area (“**Environmental Temperature**”) will remain between 65 and 80 degrees Fahrenheit, and relative humidity (“**Environmental Humidity**”) will remain between 20% and 80%. Such commitment does not apply during scheduled maintenance, or as requested by Customer, or to localized conditions within a particular Customer cage, cabinet, rack or suite. CPE must be properly oriented to cold/hot aisles and otherwise comply with facility installation guidelines to be eligible for Service Level Credits related to temperature or humidity violations. In the event Colocation Services are not provided according to the Service Level during any month of the Order Term, INAP will provide a credit of 5% of the portion of the monthly recurring Colocation Services Fees specified in the applicable Order for the affected Service for each 60 minute increment of downtime from the point of violation as determined by INAP, up to 100% of such portion of the monthly recurring Colocation Services Fees for the affected Service.

Product Category	Performance Objective	Amount of Credit
Environmental Temperature	Between 65 and 80 degrees Fahrenheit	5% of MRC of affected Service per 60 minute increment over Performance Objective
Environmental Humidity	Between 20% and 80% relative humidity	5% of MRC of affected Service per 60 minute increment over Performance Objective

**Physical Security**

INAP will use commercially reasonable efforts to ensure that access to Customer’s Space will be monitored and restricted at all times. In the event of any unauthorized access to such Space during any month of the applicable Order Term, INAP will provide a credit of 25% of the portion of the monthly recurring Colocation Services Fees specified during any month of the Order Term for the affected Service for each such occurrence, up to 100% of such portion of the monthly recurring Colocation Services Fees for the affected Service.

Product Category	Performance Objective	Amount of Credit
Physical Security	No unauthorized access	25% of MRC of affected Service per event