



## **RackCentral Service Level Agreement**

The intent of a Service Level Agreement ("SLA") is to institute general standards and expectations about how well Services will be delivered to the users of the Services being provided. It allows Customers to obtain a higher level of confidence that Services will be provided at a satisfactory level. SLAs are not intended to be rules or restrictions.

## **General Terms & Conditions Applicable To All Service Level Agreements**

### **Acts or Omissions of Customer or Certain Third Parties**

RackCentral shall not be subject to remediation to the extent such performance failure was caused by the acts or omissions of the Customer or Customer Third Party vendors, including but not limited to the following:

- The performance of either Customer's Third Party Service provider or any Third Party contracted by the Customer to perform Services for Customer.
- Any failure that is mutually agreed not to be the fault of RackCentral.
- The failure of the Customer to carry out any of the Customer obligations in the Agreement.
- Unplanned utility consumption volumes in excess capacity of those being provided on the commencement Date as defined in the RackCentral Colocation Master Services Agreement or changes in Customer business requirements not reported to RackCentral by Customer through the Change Order Process (i.e., the addition of a new location or of New Services).
- Application failures caused by the Customer disrupting or adversely impacting their Service or failing to respond to alerts as agreed or creating false alerts.
- If RackCentral must perform remedial Services resulting from Customer acts or omissions, Customer will be charged for such Services at RackCentral's then current rates.
- Customer preventing RackCentral from implementing software patches or software upgrades that are necessary for RackCentral to provide Service commensurate with existing SLAs.
- Customer's refusal to allow RackCentral to perform Maintenance that is deemed necessary to maintain the Service, whether scheduled or unscheduled.

## **Program rules and regulations**

Should new technology or improved measurement capabilities be deployed by RackCentral that impact the process of measuring SLAs, Customer and RackCentral will agree upon a new measurement process and amend the Attachment as appropriate. Should Customer and RackCentral agree to implement a new SLA measurement mechanism, Customer and RackCentral will establish new Service Levels to be aligned with the new mechanism.

Only the Customers of RackCentral Colocation Services may make claims. There shall be no Third Party beneficiaries of the Service Level Agreements.

An Outage under this limited agreement is defined as unscheduled unavailability of a RackCentral Colocation Services and does not include Outages for scheduled periods of maintenance and upgrades. Notice of a scheduled Outage may be given by posting of the notice on the RackCentral website.

Service Level Agreements do not apply in the event of Force Majeure event (fire, explosion, lightning, power surges or failures, strikes or labour disputes, water, acts of god, the elements, war, civil disturbances, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond RackCentral's control), whether or not similar to the foregoing.

Customer must notify RackCentral in writing of a claim within ten (10) days of an occurrence of a possible Service Outage. Customer's claims must be sent to RackCentral as specified in the Welcome Kit provided by RackCentral for Customer support. All submitted claims must include the date and time of the Service Outage.

RackCentral will be the sole party to verify and determine that a RackCentral experienced an Outage.

The Customer may only receive Service Credits equal to up to one (1) month's RackCentral colocation Monthly Service Charges during any calendar quarter. Customer will not receive a Service credit for RackCentral's Installation Charges, other Monthly Recurring Charges, or charges related to additional services.

The SLA credit shall constitute the Customer's sole and exclusive remedy for RackCentral's failure to meet a SLA.

RackCentral reserves the right to change or modify the program rules and regulations or discontinue this limited agreement program at any time without notice.

This SLA is subject to the terms and conditions contained in customer's attachment and all terms and conditions included in the section entitled "General Terms and Conditions applicable to all Service Level Agreements."

Scheduled maintenance is excluded from the SLA calculations.

Only one SLA and service credit will apply for a given outage unless specifically indicated in a particular SLA, the remedy is based on the root cause of the outage.

If customer is deployed in multiple datacentres and experiences an outage in one of the datacentres, the service credit is only calculated on the data centre that experienced the outage.

## Service Level Agreements

### Power Service Level Agreement (SLA)

#### Description

Under the power service level agreement, if customer experiences a power outage(s) in customer's space which is in excess of the time specified below, customer will be eligible to receive a service credit.

Power usage is limited to 90% of a circuit's rated value or for international datacentres, usage is not to exceed the power designation for an additional power circuit. Service credit are against the monthly service charges, excluding utility and power factor fees, incurred during the affected month as specified below.

#### Measurement Responsibility

Upon suspecting a power outage, customer may request RackCentral to open a support ticket or RackCentral may proactively open a support ticket. RackCentral will track the facilities outage from the time the support ticket is opened until the problem is repaired (which may include a work around solution). Any site additions or amendments made by the Customer that puts undue stress on the datacentre infrastructure, which causes an outage shall not be covered by this SLA.

#### Service Level

The power service level availability is 99.99%. The demark for power is both power sources (under floor receptacles) to the rack. Power outage is the simultaneous failure of the electrical power supply on both the primary and redundant sources feeding that rack, as measured at the datacentre power distribution boards.

#### Calculation

$((TM - TDT) / TM) \times 100 = \% \text{ Power Availability}$

TM = Total available power minutes, per month (total minutes in a month – maintenance = TM). Total scheduled available minutes do not include scheduled maintenance or emergency maintenance timeframes.

TDT= Total power outage minutes in a month.

#### Power Availability - SLA

<b>SLA = 99.99%</b>	99.98% – 99.9%	99.89% - 99.0%	98.99 – 98.0%	97.99% – 97.0%	< 97.0%
<b>Service Credit is based on the total Hosting Monthly Service Charge</b>	<b>5%</b>	<b>7.5%</b>	<b>10%</b>	<b>12%</b>	<b>15%</b>

#### Exceptions:

If a customer exceeds the designated watts per square foot in a colocation suite or custom datacentre suite or exceeds the 90% usage rule in a locking cabinet this SLA is no longer in effect. Customer is responsible and liable for any damage that occurs as a result of such excessive usage.

If customer plugs in additional power boards/double adaptors into the RackCentral provided power boards, this SLA is no longer in effect. RackCentral reserves the right to demand removal of the additional power boards/double adaptors.

## HVAC Service Level Agreement (SLA)

### Description

Under the HVAC Service Level Agreement, if the datacentre experiences an ambient temperature which is outside of the range specified below, customer will be eligible to receive a service credit. Australian Data Centre's will target a temperature of 24 degrees celcius, +/- 5 degrees. Service credit is against your monthly hosting service charges incurred during the affected month as specified below.

### Measurement Responsibility

Upon suspecting a HVAC outage, customer may request RackCentral to open a support ticket or RackCentral may proactively open a support ticket. RackCentral will track the HVAC outage from the time the support ticket is opened until the problem is repaired (which may include a work around solution). Any site additions or amendments made by the customer that puts undue stress on the datacentre infrastructure, which causes an outage or impairment of HVAC, shall not be covered by this SLA.

### Service Level

The HVAC Service Level Availability is 99.99%. Calculation:  $((TM - TDT) / TM) \times 100 = \% \text{ HVAC Availability}$

TM = Total available HVAC minutes, per month (Total minutes in a month – maintenance = TM). Total scheduled available minutes do not include scheduled maintenance or emergency maintenance timeframes.

TDT= Total minutes in a month where the RackCentral HVAC does not meet the temperature thresholds specified in the HVAC SLA description. "Temperature" is the average return air temperature measure by the active re-circulation units within the datacentre room CRAC units.

### HVAC - SLA

<b>SLA = 99.99%</b>	99.98% – 99.9%	99.89% - 99%	98.99 – 98%	97.99% – 97%	< 97.0%
<b>Service Credit is based on the total Hosting Monthly Service Charge</b>	<b>5%</b>	<b>7.5%</b>	<b>10%</b>	<b>12%</b>	<b>15%</b>

## Hosting Service Level Agreement (SLA)

### Description

Under the Hosting Service Level Agreement, if the datacentre experiences an outage which is outside of the range specified below, customer will be eligible to receive a service credit.

### Measurement Responsibility

Upon suspecting a Hosting outage, customer may request RackCentral to open a support ticket or RackCentral may proactively open a support ticket. RackCentral will track the Hosting outage from the time the support ticket is opened until the problem is repaired (which may include a work around solution). Any site additions or amendments made by the customer that puts undue stress on the datacentre infrastructure, which causes an outage or impairment of Hosting Services, shall not be covered by this SLA.

### Service Level

The Hosting Service Level Availability is 99.99%. Calculation:  $((TM - TDT) / TM) \times 100 = \% \text{ Hosting Availability}$

TM = Total available Hosting minutes, per month (Total minutes in a month – maintenance = TM). Total scheduled available minutes do not include scheduled maintenance or emergency maintenance timeframes.

TDT= Total Hosting outage minutes in a month.

### HOSTING - SLA

<b>SLA = 99.99%</b>	99.98% – 99.9%	99.89% - 99%	98.99 – 98%	97.99% – 97%	< 97.0%
<b>Service Credit is based on the total Hosting Monthly Service Charge</b>	<b>5%</b>	<b>7.5%</b>	<b>10%</b>	<b>12%</b>	<b>15%</b>

## Network Service Level Agreement (SLA)

### Description

Under the Network Service Level Agreement, if the datacentre experiences an outage which is outside of the range specified below, customer will be eligible to receive a service credit.

### Measurement Responsibility

Upon suspecting a Network outage, customer may request RackCentral to open a support ticket or RackCentral may proactively open a support ticket. RackCentral will track the Network outage from the time the support ticket is opened until the problem is repaired (which may include a work around solution). Any site additions or amendments made by the customer that puts undue stress on the datacentre infrastructure, which causes an outage or impairment of Network Services, shall not be covered by this SLA.

### Service Level

The Network Service Level Availability is 99.99%. Calculation:  $((TM - TDT) / TM) \times 100 = \% \text{ Network Availability}$

TM = Total available Network minutes, per month (Total minutes in a month – maintenance = TM). Total scheduled available minutes do not include scheduled maintenance or emergency maintenance timeframes.

TDT= Total Network outage minutes in a month.

### NETWORK - SLA

<b>SLA = 99.99%</b>	99.98% – 99.9%	99.89% - 99%	98.99 – 98%	97.99% – 97%	< 97.0%
<b>Service Credit is based on the total Hosting Monthly Service Charge</b>	<b>5%</b>	<b>7.5%</b>	<b>10%</b>	<b>12%</b>	<b>15%</b>