



## **Data Center Services - Service Level Agreement**

CIMCO Communications recognizes that facility and network services are critical to customers using CIMCO Data Center Services. CIMCO backs its commitment and focus on operational excellence and reliability by providing a facility and network uptime guarantee of 99.999% for Data Center Services customers. The network is comprised of the Local Area network (LAN) in the Data Center and the CIMCO backbone. CIMCO's facilities include Environmentals, Power and Security.

This Service Level Agreement's (SLA) Terms and Conditions apply only to Customers agreeing to a Minimum Service Period of one year or more for CIMCO Data Center Services and only in respect of the provision of such services during such period and where Customer's accounts with CIMCO are in good standing. Availability of this SLA may be subject to further conditions or qualifications set forth in the Agreement with CIMCO. All remedies set out herein shall not be cumulative, and shall be Customer's sole and exclusive remedy under the relevant Agreement.

### **Network Availability**

The CIMCO IP Network is guaranteed to be available and capable of forwarding IP packets 99.999% of the time, as averaged over a calendar month. The CIMCO IP Network includes the customer's access port (the port on the CIMCO aggregation router upon which the customer's circuit terminates) and the CIMCO IP backbone network. The CIMCO IP backbone network includes CIMCO owned and controlled routers and circuits (including any transit connections). The CIMCO Network availability guarantee does not include local loop, Customer Premise Equipment, Customer's Local Area Network (LAN), scheduled maintenance events, customer caused outages/ disruptions or interconnection connectivity within other Internet Service Provider (ISP) networks.

### **Network Latency**

The CIMCO IP backbone network is guaranteed to have an average round trip packet transit time within the CIMCO IP backbone network over a calendar month of 65 ms or less. The average latency is measured as the average of 15-minute samples across the CIMCO IP backbone network taken throughout the month. The CIMCO Latency guarantee does not include local loop, Customer Premise Equipment, Customer's Local Area Network (LAN), scheduled maintenance events, customer caused outages/ disruptions or interconnection connectivity within other Internet Service Provider (ISP) networks.

### **Network Packet Delivery**

CIMCO guarantees that the backbone network packet loss will not exceed a monthly average of 1% across the CIMCO Network (or a successful delivery of greater than 99% of the packets) during any calendar month. "Packet Loss" is defined as the percentage of packets that are dropped between any two CIMCO designated hub routers that are part of the CIMCO Network. Core Network Packet Loss is measured by averaging sample measurements taken throughout the calendar month.

### **WiseEye – Managed Service Availability**

CIMCO provided managed service hardware and software availability guarantee for CIMCO provided Routers, Firewalls, Servers, and Operating Systems: The CIMCO network is guaranteed to have an average round trip packet transit time within the CIMCO IP backbone network over a calendar month of 65 ms or less. The average latency is measured as the average of 15-minute samples across the CIMCO IP backbone network taken throughout the month. In the event of an outage due to hardware or software failure, CIMCO will guarantee restore time for hardware replacement and operational software within 4 hours from the point of the known outage. CIMCO will restore all services to the initial build specifications including hardware bios, operating system, antivirus, and security access.

### **Environmentals**

CIMCO will use commercially reasonable efforts to ensure that the temperature of open space in CIMCO 's Data Center Services area will remain between 64 and 78 degrees Fahrenheit, and relative humidity will remain between 30% and 70%. This commitment does not apply to localized conditions within a particular customer cabinet, cage, rack or other enclosed space.

### **Power**

CIMCO's power availability guarantee is to have the CIMCO AC power provided to Customer's Data Center Services cabinet available 100% of the time through generators and our Uninterruptible Power Supply (UPS). Our facilities provide power systems that feature continuous, redundant and protected AC or DC power. The redundant power in our facility enables your equipment to run continuously, even in the event of a major outage.

### **Security**

CIMCO will use commercially reasonable efforts to ensure that access to Customer's Data Center Services facility(s) will be monitored and restricted at all times. Efforts to ensure security to the facility is maintained via security card, video surveillance, biometric hand scan and security vestibule. CIMCO will provide a process in which we follow and our customers follow to ensure the that only those with the authority are given access to our Data Center and that the customer understands these processes and is also held responsible for any changes of access whether it be new contacts or no longer a contact, the customer is responsible to not only notify CIMCO but also to return the access fob that was given out with out penalty.

### **Denial of Service (DoS)**

CIMCO will use commercially reasonable efforts to respond to Customer's request for assistance with a Denial of Service (DoS) attack and begin the appropriate diagnostic procedures as soon as reasonably possible and, in any event, in less than 10 minutes from the submission of a report of DoS activity to the CIMCO NMC. Qualifying DoS attacks must be directed toward Customer's specific resources and result in a demonstrable abnormal increase in bandwidth utilization for the

specific port. This guarantee does not include any other type of security incident including but not limited to attacks directed towards the CIMCO Service Point in general.

**Outage Response**

A Service Outage begins when CIMCO is notified or becomes aware of the failure, whichever occurs first. A Service Outage ends when the affected network or facility service is again operational. CIMCO may undertake Critical Maintenance at any time deemed necessary and shall provide notice of Outage to Customer under practical circumstances. An Outage Response is defined as a CIMCO Internal ticket opened to address the issue.

**Outage Reporting Process:** The Outage Reporting Process is applicable only to service provided in the contiguous United States and is applicable only if Customer telephones the CIMCO Network Maintenance Center (NMC) at 800-92-CIMCO (24626). In the event customer subscribes to CIMCO’s Wise Eye Managed and Monitoring Service, Outage Reporting notification will be proactive. Customer is solely responsible for providing CIMCO accurate and current contact information for Customer’s designated points of contact. CIMCO will be relieved of its obligations under this Outage Reporting Process if CIMCO’s contact information for Customer is out of date or inaccurate due to Customer’s action or omission. Customer will be responsible for providing accurate, affected circuit identification, i.e. circuit ID and phone numbers

**CIMCO Escalation List** Please reference CIMCO website for current Escalation List.

**Service Availability:**

CIMCO’s Data Center Services will be available to Customer 99.999% of the time in a calendar month. “Service Unavailability” exists when a particular Customer’s Network and/ or Facility Service become unavailable.

If CIMCO fails to meet the above Data Center Services availability SLA, for each cumulative hour of Service Unavailability, exceeding the initial sixty (60) minutes of unavailability per month, Customer shall be entitled to one (1) day’s credit pro-rated from Customer’s Recurring Monthly Service Fees for the Data Center Services Service, not to exceed a total of fifteen (15) day’s prorated recurring monthly service charges. For example, the Customer would be eligible for credits as follows:

Cumulative Service Unavailability Duration	Customer Credit (# Days Credit)
≤ 60 min.	0
> 60 min. and ≤ 2 Hours	1
> 02 Hour and ≤ 3 Hours	2
> 03 Hours and ≤ 4 Hours	3
""	""
> 15 Hours	15

*Credits will not be applied to customer account due to Service Unavailability resulting from (a) scheduled Network maintenance; (b) the occurrence of a Force Majeure event; (c) customer owned premise equipment issues.*

*Note that these SLA exclusions are associated only with CIMCO Data Center Services.*

### **Managed Systems Unavailability:**

“Managed Systems Unavailability” is defined as the number of minutes in which the service is not available, but does not include any unavailability attributable to:

- Scheduled maintenance (whether by CIMCO, a vendor or other third party, or Client)
- Acts or omissions of Client or any user of the Client System other than CIMCO
- Device downtime as long as the service remains available (e.g., part of a redundant system is not functioning properly)
- Hardware failure of devices with no redundant, active device configured to automatically take over service in case of a failure
- Any of the force majeure events set forth in the CIMCO Data Services Agreement between CIMCO and Client.

In order to receive a credit for Managed Systems Unavailability as described above, Client must notify CIMCO in writing within fifteen (15) days following the end of the month the Managed Systems Unavailability occurred. All claims are subject to review and verification by CIMCO prior to issuance of any credits. Credit requests should be sent via email and addressed to [creditrequest@CIMCO.net](mailto:creditrequest@CIMCO.net) and must reference the trouble ticket number provided by CIMCO’s NMC technician. CIMCO will acknowledge credit requests within five (5) business days of receipt and will inform Client whether the claim request is approved or denied. Approved credits will appear on the Client’s next monthly invoice.

The credit for Managed Systems Unavailability described in this section is Client’s sole and exclusive remedy for breach of CIMCO’s service level guarantee provided above.

For remote devices only, if, as part of the Availability Management offering, CIMCO identifies an incident that requires PDI, CIMOCO will promptly inform Client of this requirement. The time from recognition and notification of Client of the PDI requirement to the Client’s completion of the PDI activity will be exempted from availability calculations for Availability Management services. In addition, if any Client Supporting Infrastructure causes an outage of the Client system for which CIMCO is providing Availability Management, the time of Client (and/or any time of CIMCO on a time and materials basis as directed by Client) to repair the Client Supporting Infrastructure will be exempted from availability calculations for Availability Management services.

### **Credit Claim Procedures**

To initiate a claim for service credit with respect to the SLA described herein, Customer must request and submit a CIMCO SLA Claim Form from a CIMCO contact within seven (7) business days after the end of the month in which the event occurred.

Upon receipt of the CIMCO SLA Claim Form, CIMCO will perform the appropriate SLA measurement, qualification, validation, and verification process to determine whether a credit claim is warranted.

CIMCO will issue a service credit to the Customer's account upon approval of its SLA Claim request. Service credit will appear on an invoice or Customer will be notified of its rejection within two (2) months following the month in which the SLA Claim Form was approved.

The service credit provided for this SLA assumes compliance by Customer with the terms and conditions of its Service agreements with CIMCO. To preserve Customer's rights under SLA,

- Customer must report all outages and/or service failures to CIMCO's Network Management Center (NMC) at 800-922-CIMCO (4626), which must result in the opening of a CIMCO trouble ticket.
- Customers must retain all records of CIMCO trouble ticket numbers for the purposes of making claims in accordance with this SLA.
- Customer shall cooperate with CIMCO in the Service Claim investigation.
- Customer must provide for timely and adequate arrangement for access to the necessary facilities, locations, and equipment. If a technician dispatch to the customer premises is required for resolution of Customer trouble ticket(s) on a timely basis. Time and material charges may apply for non-business hour (i.e. evening or weekend) dispatches.
- When Service Credit Request forms are submitted, the Customer shall pay its entire service bill, and shall not off set any Service Credits it would anticipate receiving from CIMCO.

### **Maintenance (Scheduled & Critical)**

**Scheduled Maintenance:** Scheduled (non-emergency) maintenance shall mean any maintenance at the CIMCO hub to which Customer's circuit is connected. Scheduled Maintenance will be performed between the hours of 12 AM to 6 AM local time. Normal maintenance includes (1) upgrades of hardware and software; (2) upgrades to capacity; (3) network activity that may degrade the quality of service or cause service interruptions.

**Critical Maintenance:** Critical maintenance may be performed at any time to correct network conditions that require immediate attention. Critical maintenance is performed at the discretion of CIMCO Communications and may degrade or disrupt service. All reasonable business efforts will be attempted to notify the Customer's designated point of contact as is reasonably practicable under the circumstance.

### **Force Majeure**

Neither CIMCO nor Customer shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including strikes, slowdowns, picketing or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

### **Policy Change**

CIMCO reserves the right to change, amend, or revise this SLA policy at any time. Changes or revisions to the SLA will be deemed effective upon posting the applicable revision on CIMCO's publicly accessible website.