

**Massive Networks Data Center
Services Service Level Agreement (SLA)**

- I. Massive Networks takes great pride in our Massive Data Center services, facilities, Blended Internet Bandwidth and our Core OnePipe Network that supports our Data Centers. We understand how critical these services are to our customers. All Massive Data Centers are interconnected by multiple redundant privately controlled layer 2 LANs and layer 3 WANs (“Massive Network”). All our Data Center Services come with a OnePipe Universal Data Center Connect. The Universal Data Center Connect can provide our Data Center Customers with “private” network connections to many services such as Data Center to Cloud, Data Center to Office, and Data Center to SAS providers. Additionally, all Massive Networks Data Centers have redundant power, security and HVAC services. Massive Networks backs its commitment to providing the best Data Center Services with this Service Level Agreement (SLA). This SLA provides a guarantee of 99.999% uptime for all covered Massive Data Center services described herein.
- II. Customers for whom this SLA is applicable
 1. This Service Level Agreement’s (SLA) Terms and Conditions apply only to the following:
 - a. Massive Networks Colocation customers agreeing to a minimum service period of one year or more in any Massive Networks Data Center.
 - b. OnePipe Universal Data Center Connect customers agreeing to a minimum service period of one year or more in any Massive Networks Data Center
 - i. OnePipe Universal Data Center Connect services include Data Center to Office Connects, Data Center to Cloud Connects, Hybrid Connects to AWS, Hybrid Connects to Azure, Data Center to VOIP provider connects and Data Center to SAAS provider connects.
 - c. Managed Service Customers including
 - i. Managed Service hardware and software services include services such as Managed Firewalls, Managed Servers, Massive Virtual Servers, Massive Virtual Networks, Massive Virtual Firewalls and many other services
 - d. Only Customers with accounts in good standing qualify for this SLA.
 2. Availability of this SLA may be subject to further conditions or qualifications set forth in the Service Order Form and Master Service Agreement collectively known as the Agreement.
 - i. All remedies set out herein shall not be cumulative and shall be Customer’s sole and exclusive remedy under the relevant Agreement.

III. Network Availability

1. The Massive Network is guaranteed to be available and capable of forwarding IP packets 99.999% of the time, as averaged over a calendar month within the contiguous states within the U.S. Outside of the contiguous states within the U.S. Network Availability guarantees will be stated in the Service Order Form SOF that this SLA is attached to.
2. The Massive Network includes the
 - a. Customer's access port (the port on the Massive Networks aggregation device where which the customer's connection(s) terminates).
 - b. The Massive Networks OnePipe core Layer 2 LAN and Layer 3 Networks.
 - c. The Massive Networks backbone routers, switches.
3. Excluded Services
 - a. The Massive Networks Network availability guarantee does not include
 - i. Local loops to customer premise,
 - ii. Customer Premise Equipment,
 - iii. Customer's LAN and/or firewall at any Customer premise
 - iv. Customer's LAN and/or firewall within the customers cage.
 - v. Scheduled maintenance events,
 - vi. Customer caused outages
 - vii. Disruptions or interconnection connectivity within other Internet Service Provider (ISP) networks, cloud providers and SAAS providers.

IV. Network Latency

1. The Massive Network OnePipe backbone network is guaranteed to have an average round trip packet transit time within the Massive Network over a calendar month of 75ms or less within the contiguous states within the U.S. Outside of the contiguous states within the U.S. the network latency guarantees will be stated in the SOF that this SLA is attached to.
2. The average latency is measured as the average of 5-minute samples across the Massive Networks IP backbone network taken throughout the month.
3. The Massive Networks Latency guarantee does not include
 - a. Local loops to customer premise,
 - b. Customer Premise Equipment,
 - c. Customer's LAN and/or
 - d. Customer controlled firewall at any Customer premise
 - e. Customer's LAN and/or
 - f. Customer controlled firewall within the customers cage.
 - g. Scheduled maintenance events,
 - h. Customer caused outages

- i. Disruptions or interconnection connectivity within other Internet Service Provider (ISP) networks
- j. Disruptions of interconnection connectivity within other Cloud Provider or SAAS Platforms.

V. Network Packet Delivery

1. Massive Networks guarantees that the OnePipe private backbone network packet loss will not exceed a monthly average of 1% across the Massive Network (or a successful delivery of greater than 99% of the packets) during any calendar month within the contiguous states within the U.S. Outside of the contiguous states within the U.S. Packet Loss guarantees will be stated in the SOF that this SLA is attached to.
2. "Packet Loss" is defined as the
 - a. percentage of packets that are dropped between any two Massive Networks designated hub routers that are part of the Massive Network. Massive Network Packet Loss is measured by averaging sample measurements taken throughout the calendar month.
3. The Massive Packet Loss guarantee does not include
 - a. Local loops to customer premise,
 - b. Customer Premise Equipment,
 - c. Customer's LAN and/or firewall at any Customer premise
 - d. Customer's LAN and/or firewall within the customers cage.
 - e. Scheduled maintenance events,
 - f. Customer caused outages
 - g. Disruptions or interconnection connectivity within other Internet Service Provider (ISP) networks
 - h. Disruptions of interconnection connectivity within other Cloud Provider or SAAS Platforms.

VI. Environmental Services

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

VII. Power

1. Massive Networks' power availability guarantee is to have Massive Networks AC power provided to Customer's Data Center Services cabinet available 100% of the time through generators and our Uninterruptible Power Supply (UPS).
 - a. Our facilities provide power systems that feature continuous, redundant and protected AC power.

- i. The redundant power in our facility enables your equipment to run continuously, even in the event of a major outage from the utility supplied power.

VIII. Security

1. Massive Networks will use commercially reasonable efforts to ensure that access to customer's Data Center Services facility(s) will always be monitored and restricted. Security of the facility is maintained via security card, video surveillance, and 24/7/365 personnel on-site.
2. Additionally, all security services and policies are audited on an annual basis by an outside auditor.
3. Massive Networks provides a process for both our internal employees and our customers to follow that ensures that only those with the authority are given access to our Data Center.
 - a. It is the customer's responsibility to ensure that Massive Networks is notified when contacts are terminated, and access must be removed. The customer is responsible for notifying Massive Networks and returning the access cards. If the access cards are not returned a fee will be assessed.

IX. Denial of Service (DoS)

1. Massive Networks will use commercially reasonable efforts to respond to customer's request for assistance with a Denial of Service (DoS) attack as follows:
 - a. Massive Networks will begin the appropriate diagnostic procedures as soon as reasonably possible and in less than 10 minutes from a phone submission of a report of DoS activity to the Massive Networks NOC.
 - b. Qualifying DoS attacks must be directed toward customer's specific resources and result in a demonstrable abnormal increase in bandwidth utilization for the outage response. Customer must provide the IP address being attacked.
 - c. A service outage begins when Massive Networks 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.
 - d. Most DDoS can only be mitigated by null routing the target IP address. This is our first response; any other mitigations carry great risks of escalation. Customers who are frequent targets of DDOS and who need survivability require a dedicated network that is walled from our other customers with this may incur additional costs.
 - e. Massive Networks may undertake emergency maintenance at any time deemed necessary and shall provide notice of outage to customer under practical circumstances. An outage notice is defined as a Massive Networks e-mail notice to the customer about the issue.

X. Data Center Services Interruptions:

1. Data Center Service Availability Service Level Agreement (SLA): Massive Networks SLA stipulates that connectivity will be available and uninterrupted to Customer's Colocation connection or Managed Service connection 99.999% of the time in a calendar month.
 - a. Service Interruption: Service Interruption is defined as any period in which the Internet, or OnePipe Connect endpoint is not available to the Customer's Colocation cabinet and/or Data Center Managed Services, or if any Massive Networks Managed physical or virtual device fails, causing the service to no longer be operable.
 - b. Service Interruption Interval: Service Interruption Interval is defined as the number of minutes in which a Service Interruption demonstrably exists.
 - c. Demonstrable: Demonstrable is defined as contiguous records of the interruptions. Contiguous Records will include Massive Networks monitoring tools which monitor the connectivity to the customers service 24/7/365.

XI. Service Interruption Reporting Process:

1. The Service Interruption Reporting Process is applicable only to services provided in the Massive Networks Data Centers and is applicable only if Customer telephones the Massive Networks Network Operations Center (NOC) at 303-800-1300 x 2 and requests that a ticket be opened.
 - a. A Service Interruption begins when Massive Networks is notified or becomes aware of the failure, whichever occurs first.
 - b. A Service Interruption ends when the affected network or facility service is again operational and/or connected to the Internet or OnePipe end point.
2. Customers must retain all records of Massive Networks trouble ticket numbers for the purposes of making claims in accordance with this SLA.
3. Customer is solely responsible for providing Massive Networks accurate and current contact information for customer's designated points of contact. Massive Networks will be relieved of its obligations under this Outage Reporting Process if Massive Networks' contact information for Customer is out of date or inaccurate due to Customer's action or omission.
4. Customer will be responsible for providing accurate, affected circuit identification, i.e. circuit ID and phone numbers
 - a. Massive Networks Escalation procedures.
 - b. For service-affecting issues
 1. Phone NOC at 303 800 1300 x 2
 2. Go to user portal at <https://support.massivenetworks.com> or send an e-mail ticket to support@massivenetworks.com
 - c. For non-service-affecting issues

1. Go to user portal at <https://support.massivenetworks.com> or send e-mail ticket to support@massivenetworks.com
2. Phone NOC at 303 800 1300 x 2

XII. Credits for Data Center Service Interruption

Service Type	Service Level Failure	Service Level Credit
Power A&B Power	Primary Power Service Failure (Dual Supply) – If Customer deploys Conditioned Power Dual Supply in an A & B configuration from A & B PDU's, it shall be a Service Level Failure of both electricity feeds A and B fail simultaneously for any amount of time to supply power, as determined at the line side of the PDU.	The Service Level Credit shall equal the total monthly Service Fees of the Customer Equipment Area where such Conditioned Power (Dual Supply) is deployed multiplied by ten percent (10%) for each ten (10) minutes or portion thereof.
Power A power only	Primary Power Failure (Single Supply) – Where Customer deploys Conditioned Power Single Supply or otherwise deploys power from a single PDU, it shall be a Service Level Failure if the single electricity feed fails for any amount of time in excess of 60 minutes during any calendar year to supply power as determined at the line side of the PDU.	The Service Level Credit shall equal the total monthly Service Fees of the Customer Equipment Area where such Conditioned Power (Single Supply) is deployed multiplied by ten percent (10%) for each ten (10) minutes or portion thereof in excess of the 60 minutes during any calendar year.

Service Type	Service Level Failure	Service Level Credit
Temperature	Temperature Service Failure - It shall be a Temperature Service Level Failure if the ambient Air Temperature (as defined in Note 1 below) average, as measured across all measurement points (a “Temperature Reading”) is outside a range of seventy five (75) degrees Fahrenheit +/- five (5) degrees Fahrenheit for twenty-four (24) hours after a Temperature Reading fell outside a range of seventy five (75) degrees Fahrenheit +/- five (5) degrees Fahrenheit.	The Service Level Credit shall equal the total monthly Service Fees of the Customer Area multiplied by five percent (5%) for each Temperature Failure. For purposes of clarification, Customer receives a Service Level Credit after twenty-four (24) hour period during which a Temperature Failure continues.
Humidity	Humidity Service Failure - It shall be a Service Level Failure if the ambient air relative humidity average, as measured across all measurement points (a “Humidity Reading”), is outside the range of forty-five percent (45%), +/- fifteen percent (20%) relative humidity twenty-four (24) hours after a Humidity Reading fell outside of forty-five percent (45%), +/- fifteen percent (15%) relative humidity range.	The Service Level Credit shall equal the total monthly License Fees of the Customer Area multiplied by five percent (5%) for each Humidity Failure. For purposes of clarification, Customer receives a Service Level Credit after a twenty-four (24) hour period during which a Humidity Failure continues...

XIII.Credits for all Data Center Bandwidth, OnePipe Carrier Ethernet Services and Ethernet Service SLAs can be found at

1. <https://www.massivenetworks.com/service-level-agreements/>

2. SLA Interruptions Exclusions: Credits will not be applied to customer account due to Service Unavailability resulting from:
- i. Scheduled maintenance (whether by Massive Networks, a vendor or other third party, or Client)
 - ii. Acts or omissions of Client or any user of the Client System other than Massive Networks
 - iii. Scheduled Network maintenance;
 - iv. The occurrence of a Force Majeure events set forth in this SLA and the Massive Networks Agreement between Massive Networks and Client.
 - v. Customer owned premise equipment issues.
 - vi. Device downtime if the service remains available (e.g., part of a redundant system is not functioning properly)
 - vii. Hardware or Virtual Server failure of devices with no redundant services purchased for active device configured to automatically take over service in case of a failure

XIV. *IMPORTANT NOTES:*

1. *One or more concurrent Service Level Failures shall yield the specific Service Level Credit that is most favorable to Customer, and that Credit and only that Credit shall be valid.*
2. *Air Temperature will be monitored at each HVAC unit.*
3. *Humidity will be measured by the humidification control system that pertains to the Customer Area, or as otherwise reasonably determined by Massive Networks.*
4. *No Service Level Credits will be given for a service interruption: (a) caused by the action or failure to act by a*
 - a. *Customer Party;*
 - b. *due to failure of equipment provided by a Customer Party;*
 - c. *during any period in which Massive Networks is not given access to the service premises;*
 - d. *which is part of a planned service interruption for maintenance in or results from implementation of a Customer order;*
 - e. *if Customer takes Conditioned Power Dual Corded and Customer deploys a configuration with more than fifty per cent(50%) of the KW Amount deployed to either side of the Paired Distribution;*
 - f. *due to a force majeure event;*
 - g. *For*
which Customer is entitled to a Service Level Credit for the same or a contemporaneous Service Level Failure;
 - h. *affecting portions of the Other Customer Areas; or (i) resulting from Customer's breach of this Agreement (including*
5. *Total cumulative Service Level Credits earned in any thirty (30) day period shall not exceed the amount of one (1) month's Service Fees for the Customer Area.*

XV. Credit Claim Procedures

1. In order to receive a credit under this SLA as described above the customer must notify Massive Networks in writing within fifteen (15) days following the end of the month that the service interruption occurred.
 - i. SLA credit requests should be sent via email and addressed to billing@massivenetworks.com with the words “SLA Credit Request” in the subject line. The request must reference the trouble ticket number provided by Massive Networks’ NOC technician and/or created by client at the time of the interruption in accordance with the “Service Interruption Reporting Process” stated above.
 - ii. Massive Networks 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.
 - iii. Upon receipt of credit request under this SLA, Massive Networks will perform the appropriate SLA measurement, qualification, validation, and verification process to determine whether a credit claim is warranted.
 - a. Customer shall cooperate with Massive Networks in the Service Claim investigation. Customer must provide for timely and adequate arrangement for access to the necessary facilities and equipment.
 - iv. Massive Networks 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.
 - v. The service credit provided for this SLA assumes compliance by customer with the terms and conditions of its service agreements with Massive Networks. To preserve customer’s rights under SLA, customer must report all service interruptions as described in the “Service Interruption Reporting Process” above.
 - vi. When service credit request forms are submitted, the customer shall pay its entire service bill and shall not offset any service credits it would anticipate receiving from Massive Networks.
 - vii. The credit for interruptions described in this section is customer’s sole and exclusive remedy for breach of this SLA provided above.
 - viii. *In addition, if any client-supported infrastructure causes an outage of the client systems for which Massive Networks is providing availability management, the time of client (and/or any time of Massive Networks billed on a time and materials basis as directed by client) to repair the client-supporting infrastructure will be exempted from SLA calculations for availability management services.*

XVI. Maintenance (Scheduled & Critical)

1. Scheduled Maintenance: Scheduled (non-emergency) maintenance shall mean any maintenance in the Massive Network where customer's datacenter services are connected or interconnected.
 - a. Scheduled maintenance will be performed between the hours of
 - i. 11 AM to 6 AM local time.
2. Normal Maintenance: Normal maintenance includes
 - a. upgrades of hardware and software;
 - b. upgrades to capacity;
 - c. network activity that may degrade the quality of service or cause service interruptions.
3. Critical Maintenance: Critical Maintenance is maintenance that may be performed at any time to correct network conditions that require immediate attention. Critical maintenance is performed at the discretion of Massive Networks and may degrade or disrupt service.
 - i. All reasonable business efforts will be attempted to notify the customer's designated point of contact as is reasonably practicable under the circumstance.

XVII. Force Majeure: Neither Massive Networks nor customer shall be responsible for damages from delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including without limitation: fire, lightning, explosions, 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.

XVIII. Other Exclusions

- i. This guarantee does not include any other type of security incident including but not limited to attacks directed towards the Massive Networks service point in general.

XIX. Policy Change

1. Massive Networks 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 Massive Networks' publicly accessible website.