



NAN Collocation Service Level Agreement

North Atlantic Networks LLC (NAN) Collocation Services are backed by this Service Level Agreement (SLA). This SLA applies only to NAN's Collocation Services as defined later in this document, and is the Client's sole remedy regarding aforementioned services.

I. Client Definition

Client shall mean a NAN customer who has executed a binding agreement for a NAN provided Collocation Services, excluding any Client in violation with the NAN Acceptable Use Policy (AUP), Terms of Service (ToS), or is not in good financial standing with NAN.

The terms of this SLA are effective on the date of service activation. In no event, shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

II. Collocation Services Definition

The services covered under this SLA are defined as "Collocation Services". These cover the use of rental of racks, space, power, cooling, and other services related to storing IT systems in a shared facility. Not covered under this SLA is any network connectivity provided to the collocation client. NAN's network management system responsible for collecting performance metrics for this SLA is the sole and conclusive measurement for all remedies given by this SLA.

III. Service Outage Definition

A Service Outage is defined as the total and complete unavailability or degradation of Collocation Services occurring outside a scheduled maintenance. NAN is not responsible for a failure to meet any performance objectives set forth under the below exclusions section:

- Labor strikes, Governmental orders, civil commotion, acts of God, and other circumstances beyond NAN's reasonable control;
- NAN or vendor scheduled maintenance events outlined in section IV;
- Client LAN, maintenance events, or upgrades to service(s) scheduled with client by NAN;
- Failure of equipment under the Client's control;
- Lack of Client cooperation required to remedy the service (example: customer denies access to take redundant power offline for testing);
- Failure of systems performing measurements

IV. Maintenance Events

Scheduled Maintenance shall mean any maintenance executed by NAN Engineers or a NAN Partner, of which Client is notified 72 hours in advance, for network software or hardware upgrades, configuration changes, or preventative maintenance of equipment used to deliver NAN services. NAN's standard window for scheduled maintenance occurs between 2300 hours to 0300 hours local time of the affected area used to deliver service. However scheduled maintenance may fall out of that time window should the requirement arrive.

Emergency Maintenance shall constitute any maintenance NAN deems necessary to ensure network stability for the customer base considering industry or vendor published mechanical, software or security advisories. Emergency Maintenance will be performed at NAN's discretion. NAN will notify customers of Emergency Maintenance via best effort.

Notifications for events will be sent via email to the Client technical contact. Lack of receipt of a maintenance notification does not entitle the Client to a service credit. NAN makes every effort to make service interruption during maintenance events as brief as possible. Degradation of service is expected during maintenance windows, and as such, no service credits shall be issued for issues arising during a maintenance window.

V. Metrics and Definitions

The table in Section VI outlines each service type and the SLA for the key metrics for the service. The metrics are defined below:

- *Datacenter Infrastructure Availability*: defined as the percentage of time in one Calendar Month during which the datacenter infrastructure is available. This includes datacenter services such as HVAC and power systems. Availability is calculated based on monthly measurement averages between monitored NAN systems.
- *Third Party Metrics*: in some cases, NAN, will provide Datacenter Services through a third party or NAN partner. NAN 3rd party metrics rely on measurements taken by the third party when applicable.

The table in Section VI represents NAN's SLA for each of the aforementioned performance metrics and the underlying technology used to deliver service.

VI. Service Credits

When services fail to meet the applicable commitments outlined in this SLA, Client may receive a statement credit to its account. To request a credit under this SLA, customer must open a trouble ticket within five (5) days of the reported outage, and email their account representative with a description of the requested credit along with the NAN trouble ticket number(s) within fourteen (14) calendar days of the ticket closure. The account representative will notify client when the credit has been approved or declined. Under no circumstance may credits provided for an applicable outage exceed the Monthly Recurring Charge (MRC) for that billing cycle.

Metric	Service Guarantee
Datacenter Infrastructure Availability	100%
Third Party Metrics	Governed by third party where applicable

Applicable remedies for NAN's failure to meet the performance objectives outlined in this SLA are subject to the table below.

Applicable Metric NAN Failed to meet	Credit to be issued
Datacenter Infrastructure Outage	1/30 th of the MRC for each hour of unavailability or fraction thereof in any calendar month
Third Party Metrics	NAN agrees to pass 100% of any credit received by a third party under a datacenter agreement, when applicable to Client.

VII. Policy Changes

NAN reserves the right to change this policy at any time. Policy changes will be posted to the NAN website, available at <http://nan.com/sla/> changes to this policy become effective the date posted to the website. If the service is no longer under a 12, 24, 36 or longer term contract, the terms of this SLA no longer apply.

VIII. Limitation of Liability

NAN's total liability to the Client under this SLA is limited to the MRCs for the affected Services for the applicable Calendar Month that the Service Outage occurs, or as specified in Section VI. Except for the service credits associated in their SLA, this SLA does not modify or amend the written contract executed by the Client, or the AUP and ToS documents available on NAN's website. The provisions of this SLA are the Client's sole and exclusive remedies for NAN's failure to meet the standards defined in this SLA and any other service issues.