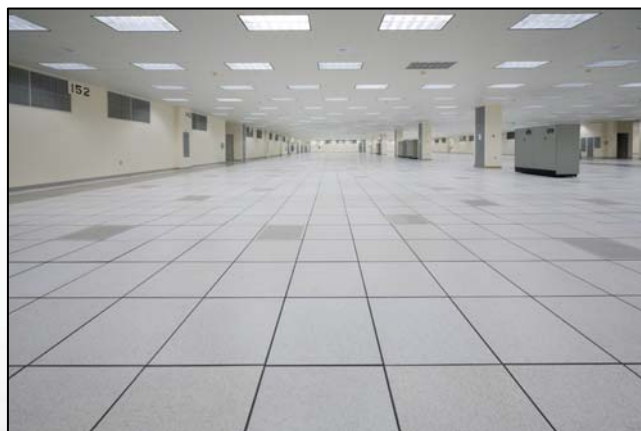




A FORTRESS FOR
THE DIGITAL WORLD

DataSite Colocation Services Guide



DataSite Colocation Service Guide

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DATASITE COLOCATION SERVICES

1. Introduction

Thank you for your interest in DataSite Colocation Services. This guide has been designed to inform Customers about the portfolio of Services, and to help answer questions about DataSite Colocation capabilities. If, after reading this guide and its appendices, Customers still have questions, they should contact DataSite to obtain more information.

2. Service Guide Audience

This Service Guide is designed for all Customers seeking to understand what Services and capabilities can be provided when contracted with DataSite. The primary audience of this Service Guide is the IT director/manager, technical and operation teams.

3. Help Desk Management

For operations support, the Customer's designated help desk can contact the DataSite Help Desk which is available 7x24x365. Customer's end Users should contact Customer's designated help desk, and should not contact DataSite directly.

4. Service Descriptions

Each Service description will clearly identify:

- DataSite responsibilities
- Customer responsibilities
- Service Level Agreement(s) or SLA(s) reporting Services

5. Changes to this Guide

DataSite may implement Service improvements, modifications or upgrades in the future, as more fully described in future revisions to this Service Guide (hereinafter known as "Service Enhancement(s)"). DataSite may recommend Customer order the Service Enhancement(s), and Customer may, at its discretion, order such Service Enhancements at an additional charge to Customer and by the parties executing an amended Pricing Schedule. DATASITE DOES NOT ACCEPT ANY RESPONSIBILITY OR ANY LIABILITY (INCLUDING SLA CREDITS) FOR ANY PROBLEMS WHICH MAY RESULT FROM FAILURE TO ORDER SUCH SERVICE ENHANCEMENTS.

Changes to the DataSite Colocation Services will be published in this Service Guide. This Service Guide may be revised from time to time. As Services evolve and the array of Services offered increases, this Service Guide will be updated to reflect the latest descriptions of the offered Services and published to <http://www.datasiteorlando.com>.

SERVICE DETAIL

1. Facilities

Facilities are defined as the DataSite Data Center (“Data Center”) space occupied by a variety of Customer types, Products, and Services. The term Facilities is also considered the DataSite monitored infrastructure necessary to support the various Products, which use Conditioned Space in the Data Center. Conditioned Space is defined as the raised floor space, required to install and operate the devices in the Client space.

1.1 DataSite Responsibilities

DataSite will provide:

- Conditioned Space (HVAC)
- Power infrastructure and Maintenance of the infrastructure
- Security
- Locking Cabinets
- Colocation Suites
- Custom Data Center Suites

2. Power

DataSite Orlando has Uninterruptible Power Supply (“UPS”) systems. UPS systems receive power from both the commercial power utility, and the standby generators. Each UPS system feeds redundant power distribution units (“PDUs”). In case of a commercial power failure, the multiple standby generators are available to provide power to the Data Center within two minutes of a commercial power outage. The two-minute gap is covered by the UPS battery system. During an extended commercial power outage, the generators provide power using the fuel stored on site. DataSite has a multiple-day fuel supply, with fuel delivery arrangements, if needed. Power circuits are delivered with one, (1) primary and one (1) redundant circuit for fail-over per cabinet or rack. Aggregate draw may not exceed the designated watts per square foot, as detailed in the DataSite Colocation Master Services Agreement, in a customer cage area. For customers with standalone locking cabinets outside of a cage, this equates to 80% of the

rated breaker. If the Customer's actual power requirement exceeds the designated watts/square foot as detailed in the Colocation Master Services Agreement the customer will be required to procure additional space to accommodate power consumption and heat dissipation. All Power circuits are required to stay within 80% of the active circuit's rated value. DataSite will periodically review Customer's usage of primary and redundant circuits to verify that Customer is not overloading the circuit or using redundant circuit as a primary source. If Customer refuses to rectify power non-compliance issues, then the Power SLAs will not be applicable to Customer.

3. HVAC

Computer Room Air Handlers (CRAH) units are strategically placed in the Data Center to assure the appropriate ambient temperature thresholds are met. The conditioned air is dispersed through the air plenum and through the Data Center using perforated floor tiles.

4. Infrastructure and Maintenance Support

All scheduled maintenance on common infrastructure is scheduled during known maintenance windows and must be reviewed by a DataSite. This document contains a detailed description of the work to be done and lists appropriate back out and escalation procedures. This applies to all Network, power, and facilities infrastructure. These maintenance windows may not be changed and must adhere to a schedule of restricted days.

5. Physical Security of Data Center

Security includes controlled access and egress doors, controlled access permissions and access request methods, and managed key and /or access card plans for access control. CCTV cameras are used to monitor access, egress, and infrastructure. Common infrastructure areas are secured areas. DataSite will attempt to provide off street parking, where feasible, with adequate lighting. DataSite is not liable for damage, loss, or theft of vehicles, and/or contents thereof. DataSite reserves the right to access any part of the Data Center at any time for safety and security reasons.

6. Colocation Space Options

Locking Cabinet

Locking Cabinets are four post racks with lockable doors and side panels and may be used inside or outside a cage. The dimensions are 24" wide (outside) x 36" to 39" deep and 42U to 45U tall. The inside width is 19". There are lockable doors on the front and back of the cabinet. If the cabinet is outside a cage, there may be sides on the cabinet or between cabinets. If inside the cage, there will be

end panels on the end cabinets. Cabinets in the center do not have partitions between them.

Colocation Suite

The Colocation Suite is an option available to Customers who require a significant amount of floor space or have additional physical security requirements. Colocation Suite space is comprised of a mesh wall around the Customer's racks / cabinets. DataSite assets or DataSite Managed devices may be separated from the caged Customer environment for security reasons.

Custom Data Center Suite

The Custom Data Center Suite is an option available to Customers who require a significant amount of floor space and have additional physical security requirements. Custom Data Center Suites space is comprised of a mesh wall or physical wall around the Customer's racks / cabinets with dedicated power infrastructure. DataSite assets or DataSite Managed devices may be separated from the caged Customer environment for security reasons.

7. Rack Options**Two Post (Relay Rack)**

Two post racks are 7 ft tall x 19" (inside dimension) x 3" deep. They have threaded screw-mounting holes. One 3.65" swing gate vertical cable management is included with each rack. Two post racks are limited to approx. 600 lbs loaded weight due to their narrower footprint. They do not have doors or sides and can only be used in the Colocation Suite and Custom Data Center Suite environments.

Four Post Open Frame

A Four Post Open Frame rack is a four (4) posted rack, which has four vertical mounting rails. They have square universal mounting holes allowing different types of machines to be mounted in it. The dimensions are approx 24" wide x 36" to 39" deep and are 42 U or 45U in height. The inside width is 19". They do not have doors or sides and can only be used in the Colocation Suite and Custom Data Center Suite environments. No cable Management is included.

8. Connectivity - Network

Network Connectivity is provided by a physical media connection through the DataSite Orlando data center infrastructure, the Main Distribution Frame (MDF).

An Intermediate Distribution Frame (“IDF”) will reside within a Customer rack in a colocation cage environment. The IDF will be built to support the media types and quantities determined by both the DataSite Orlando and the Customer. DataSite reserves the right to review and amend the number of handoffs required. Connectivity for Individual locking cabinets is provisioned off a shared IDF panel. Installation fees apply to all Network connections.

Customer Responsibilities:

Customer agrees to:

Follow and abide by the rules, regulations, and processes outlined in this Service Guide or in a Customer’s Service Order Attachment (“Attachment”) or recommended by DataSite to help ensure the safety of DataSite employees and vendors, and the security, the integrity, and the uninterrupted operation of the Data Center.

DataSite reserves the right to decline to provide Service (including Remote Hands Service), as well as halt implementation of a Change Order, if DataSite determines the Customer-implemented Cage/Cabinet and/or Cabling does not meet the requirements for Cage/Cabinet requirements outlined below. Customers in violation will be notified by DataSite in writing and Customer must remedy the situation immediately. SLAs do not apply until the Cage and/or Cabling complies with the requirements.

Verify that the Statement of Work (“SOW”) accurately defines Customer’s requirements. Any changes to the initial installation must be reflected in a Change Order.

9. Cage/Cabinet and Cabling Requirements

Customer’s space shall, at all times, be clean, neat and orderly and shall not pose any danger or hazard to the Data Center or to employees (including subcontractors) that may be requested or required to enter the cage to perform a Service. All spare Equipment shall be stored in a cabinet or must be kept in plastic containers. **No combustible material, i.e. cardboard, foam, or paper may be stored in Customer cabinet or cage.** Customer may not hang or mount anything on the cage mesh walls or cabinets unless authorized by the Data Center Management staff. The tops of the cabinets or ladder rack may not be used for physical storage. Unsecured cabling across aisles or on the floor is strictly prohibited. All devices must be installed in racks or cabinets. Ladder racking must support all cabling between rows. Should Customer require more ladder racking, Customer should contact DataSite. Cable wrapping, zip ties

and/or Velcro, must be used to organize cabling in a rack or cabinet. Should Customer need assistance with cable Management, Customer may open a trouble ticket with DataSite. Cabling must not obstruct airflow/ventilation/AC (perforated tiles) or access to power strips. Remote Hands Service requests may be denied should Customer's cage or cabinet be identified as non-compliant with Industry Best Practices. Industry Best Practices for cabling standards is the Telecommunications Industry Association/Electronic Industries Association (TIA/EIA) Cabling Standards 568 and 569. If Customer intends to use Remote Hands Services, all devices and cabling must be clearly labeled in a unique naming fashion. There should never be two devices or cables with the same name in order to reduce confusion. DataSite recommends that Customer should not use its name as a naming convention to protect Customer privacy and confidentiality. Non-compliance with any of the Cage/Cabinet or Cabling requirements will result in notification to Customer, time permitting, and a request that the Customer promptly take action to remedy the situation. In addition to other remedies available to DataSite, Customer's failure to remedy the situation will result in assessment of time and material fees when DataSite takes action to make the Customer Cage/Cabinet compliant.

10. Doors

If Customer cabinets are equipped with doors, the doors should be closed when Customer is not working on its devices. Cabinet doors may be removed while Customer is working within the cage. Cabinet doors must be replaced before Customer exits the Data Center. Should the locks or doors not function properly, Customer should contact the on-site Data Center Management staff for assistance. Do not pry, bend, or force the doors open. Customer shall be responsible for any repair charges associated with any damage to doors caused by Customer. Cage doors should be closed and locked. The Data Center doors may not be propped open. Access doors are monitored and alarmed. All Equipment brought into the building must be checked in at the Data Center lobby guard desk.

11. Floor Tiles

The floor tiles may not be lifted or moved. The sub floor area is restricted area, accessible by DataSite staff only. The perforated tiles are strategically placed for HVAC cooling patterns. If Customer is experiencing temperature problems, Customer should notify DataSite and open a trouble ticket. Customers are prohibited from moving floor tiles.

12. Customer Conduct Within the Data Center

All Customers are expected to behave in a professional, courteous manner while visiting the Data Center. Clothing and shoes must be worn at all times. All closed circuit TV cameras are monitored and images are retained. Violations noted by camera will be addressed promptly. Smoking, drinking, and eating are strictly prohibited within the Data Center raised floor space. Alcohol and controlled substances are not permitted on the DataSite property. Customer shall refrain from using any profanity or offensive language. Should Customer witness any inappropriate behavior within the Data Center, Customer should report such behavior to DataSite or Data Center security staff. If Customer does not comply with the foregoing, Customer will be escorted from the Data Center and access will be revoked. The Customer lounge and conference room areas within the Data Center are for the common use by all DataSite Customers. Customer may request dedicated administration space by contacting DataSite. Customers shall not obstruct the use of the common facilities to other DataSite Customers. DataSite reserves the right to deny access to those Customers who abuse the common areas and the rights of other Customers. Customers using the common areas must throw away their trash in the appropriate receptacles. Should a conference room be reserved and used by a Customer, that Customer is responsible for clean up. The Customer lounge and associated Internet access is provided as a courtesy to Customers. Customers shall use such Internet access for business purposes only.

13. Access List Management

Clients are responsible for maintaining and updating their access list. DataSite requires a written submission for additions and deletions to the Customer's access list. Individuals identified on this list will have access to the Customer's cage and DataSite is not liable for damages or any outages incurred due to the Customer's failure to update the list.

14. Staging Area

A staging area is available, on a first-come-first-served basis, for the temporary unpacking and configuration of equipment. The staging areas are offered as a convenience and not as a permanent storage area. Extended use or monopolizing all or some of the staging areas for more than 2 weeks (total) in a 4-week period is not permitted. Equipment assembly and similar functions are restricted to the staging area may not be conducted in common areas. DataSite is not liable for Customer assets left unattended in this area.

15. Shipping and Receiving

All packages shipped to the Data Center must have the Customer's name and site ID on the shipping label. Unidentified packages delivered to the Data Center will be refused for security reasons. Unidentified packages are a security risk. To ship Equipment to an Data Center, a ticket must be opened to alert the DataSite of a delivery, and the shipment must have the Customer name and Site ID clearly identified on the label. Customer packages must be picked up and signed for by the Customer as soon as possible. There is limited room in this area and packages will not be allowed to stay in this area for a long time. Storage fees may be assessed on Customer if the Customer fails to pick up the package in a timely manner. Due to safety and liability concerns, the Data Center staff can not move, unpack or uncrate any Customer owned Equipment (racks, cabinets, racks of equipment, etc) greater than 300 pounds. Customer is responsible for unpacking, uncrating, and movement of heavy Equipment to the Data Center floor, including all associated costs. Data Center staff, in coordination with the Customer, must implement appropriate protection plans to prevent damage to Data Center infrastructure (plywood on raised floors, cage wall removal, overhead clearance, etc). Posted signage in the shipping/receiving egress points to raised floor areas. Customer must **contact Data Center staff before moving equipment greater than 300 pounds to the Data Center floor**. DataSite will not pack and ship any Customer owned Equipment. The Customer may open a ticket to authorize temporary access for their shipping company to enter their cage and cabinet, or to have the data center staff de-rack a device and make it available to the Customer's shipping company. Customer is responsible to ensure their shipper provides all packing material and physically packs the devices for shipping them. DataSite shall not be liable improper packing and shipping of Customer owned devices.

16. Cell Phone Usage

Customers may use cell phones inside the Data Center. Two-way radios are not permitted. Cell phones with camera capabilities may not be used for picture or video capture. All pictures and video capture requests must receive prior approval.

17. Pictures or Videos

Pictures or videos of the Data Center are not permitted. Customer site pictures or videos must be arranged in advance and according to DataSite Security regulations. All types of cameras, unless otherwise provided in this Service Guide, are prohibited in the Data Center. Web cams may be permissible as long as they are fixed-mount placements with no pan-tilt-zoom capabilities and the field of view is limited to Customer's cage floor space ONLY. Should Customer

need pictures or video for insurance or marketing purposes, Customer should contact DataSite for assistance.

18. Web Cams

Web cams are permissible as long as they are fixed-mount placements without pan-tilt-zoom capabilities. The field of view must be limited to Customer's cage floor space ONLY. The Data Center Management staff must verify the field of view of all cameras. Should the device be moved after verification, DataSite reserves the right to deny the use of the camera until it is in compliance with the limited field of view requirements.

19. Audits

All Customer requests for audits shall be made in writing and submitted to DataSite. All desired audit points should be defined in the request for review. Unauthorized audits are strictly prohibited.

20. Cancellation

Customer will have all customer-owned equipment removed from the Data Center no later than the Effective Cancellation Date. Customer-owned equipment remaining in the Data Center after the Effective Cancellation Date becomes the property of DataSite.

21. Environmental Sensing Devices

Should Customer install environmental sensing devices in their cage or cabinet, the readings obtained will be considered secondary to DataSite's environmental monitoring.

22. Customer Provided Racks

Customers may provide their own racks or cabinets upon approval from DataSite and identification in the SOW. The dimensions and height of the Customer provided cabinet must be listed in the SOW. If the height or depth is greater than the standard racks, the rack or cabinet must be reviewed by DataSite for weight, HVAC impact, and CCTV camera field of view impairment. Additional Space may be required if a standalone locking cabinet exceeds the maximum allowable power of as defined in the Colocation Master Services Agreement. Higher fees may apply for taller cabinets, which may use more power and generate more heat. DataSite will mount Customer provided racks to ensure proper grounding and compliance with all applicable ordinance codes. There are associated fees for mounting and grounding.

23. Customer Provided Power Strips

Customers may use their own power strips. Should the receptacles need to be changed to accommodate the Customer provided power strips, additional charges may apply. DataSite shall not be responsible for an outage caused by a Customer provided power strip. Customers are prohibited from plugging their own power strips into DataSite or customer provided power strips (daisy-chaining). This is in violation of electrical and safety codes and DataSite reserves the right to demand their removal. Any violations of this policy must be rectified within one business day. Failure to correct this violation after one business day is a material breach of the terms of the customer's contract.

24. Customer Provided Additional Security Devices

Customers are not allowed to add security devices that would hinder DataSite's access to the cage or cabinet. This is for security and safety reasons. DataSite must have access to all areas of the Data Center at all times.

25. Cross-Connect Services

Cross-connect services are defined as cabling between one cage demarc, such as a carrier cage, and another cage or cabinet.

DataSite Responsibilities

- DataSite will not guarantee the availability of carrier capacity for non-DataSite circuits within the Data Center.

Customer Responsibilities

Customer will:

- order any required circuits from a carrier;
- order additional Intermediate Distribution Frame ("IDF") ports as necessary;
- ensure carriers understands that all circuits must terminate within the Data Center MDF (1 or 2) Demarcation Point for DataSite to provision the cross connect;
- notify DataSite of circuit number, carriers, and due dates;
- execute a change order with DataSite to disconnect cross connect circuits when a carrier circuit is disconnected (failure to do so will not absolve Customer of any cross connect charges);
- communicate the proper Data Center demarc information to their carrier and DataSite when ordering a circuit.

26. Remote Hands

Customer may order Remote Hands Services ("Remote Hands"), if Customer determines they need on-site Data Center support within the scope defined below. Remote Hands involves the activities of an on-site DataSite technician, performing as the "eyes, ears, and fingers" of a Customer. DataSite will provide Remote Hands Services according to Customer specific instructions. DataSite is not liable for poorly communicated or misinterpreted oral instructions or commands given by the Customer. DataSite will not be liable for any loss of data, availability, or operational use of Equipment that is subject to Customer's Remote Hands request. Remote Hands Services are available in contracted blocks of time or on demand (incident based). For the Remote Hands Services contracted block of time option, the Customer will be billed monthly for Remote Hands Services. The Customer can choose from 0-5, 0-10 or 0-20 hours under the block of time option. Upon written request from the Customer, DataSite will perform the requested Remote Hands Service. The time spent performing the Remote Hands service will be deducted from the Customer's committed blocks of time in 15-minute increments per request with a 30 minute minimum. For the Remote Hands Services on demand time option (Incident based) Remote Hands is billed per incident in 15-minute increments per request with a 30 minute minimum. A Remote Hands Ticket must be opened for each request.

Remote Hands Components

Remote Hands is provided to Customers for an additional charge, and it involves the most basic activities of an on-site technician performing as the "eyes, ears, and fingers" on the Customer's behalf. The following types of tasks are examples of what are included in this Service:

- Reboot of a Server
- Pushing a button or switching a toggle
- Power cycling. (e.g. turning off and on Equipment)
- Observing or describing Equipment indicator lights
- Basic observation and reporting on client's Infrastructure
- Running Customer provided single or built in diagnostic Equipment
- Typing Customer provided commands on a keyboard console
- Changing pre-labeled Customer provided tapes on an incidental basis
- Securing or verifying cabling to connections
- Cable organization, ties or labels using Customer provided specifications
- Modifying existing basic cable layout (such as Ethernet or FDDI connections)
- Inserting Customer provided media for Application loading
- Installation of received Customer configured, owned Equipment in existing contracted rack space. (Customer is responsible for ensuring adequate

- rack space is available for the request. DataSite reserves the right to bill Remote Hands service should adequate space not be available to complete request)
- Replacing Customer provided equipment Components with Customer provided spares and upgrades
 - Upgrading drive capacity by installation of new or additional Customer provided disk drives
 - Activities not specified in the SOW

DataSite Responsibilities

DataSite will:

- Provide DataSite staff with rudimentary knowledge of systems and commands used to configure and operate systems.
- Provide physical execution of the Customer's commands and instructions.
- Replace a device with customer provided like replacement but is not liable for data loss should physical damage to Equipment or damage as a result of defective Equipment occur while DataSite is facilitating a Remote Hands request.
- Verify Customer's request before executing Customer request.
- Document steps and actions taken in the Remote Hands ticket as well as time spent on the requested task.
- Cable and label according to Customer provided instructions. Customer is responsible for providing all cabling and labeling materials. Customer may purchase cabling materials from DataSite. Remote Hands charges do not include materials. (Labor only)
- At Customer's request, provide tape changes on an incident based request. Remote Hands is not intended for DataSite to manage a daily tape swap scenario. DataSite reserves the right to review repetitive task requests to determine if they can be accommodated by the existing Remote Hands Services.
- Not be liable for any damage, complications, loss of materials, data corruption, etc. resulting from requests made by the customer that requires DataSite to prepare and hand off materials for shipping.
- Make every effort to facilitate the Customer's request, but Remote Hands service is in no way intended to be a request for Application support or troubleshooting. No Application knowledge or expertise is implied.
- Will provide Remote Hands service on a first come-first serve basis.

Customer Responsibilities

Customer will:

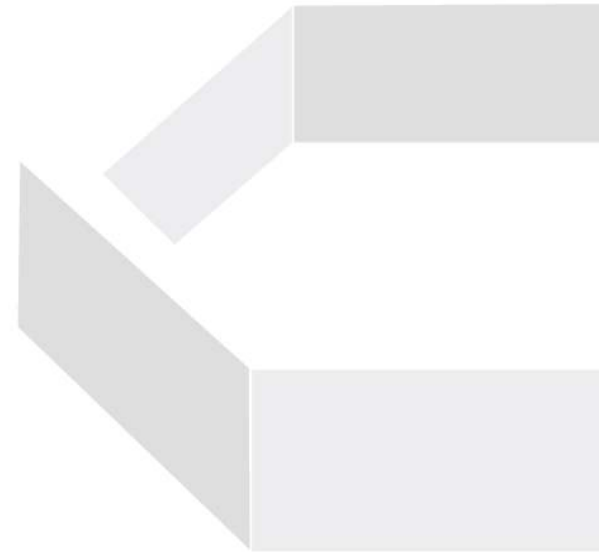
- Provide clear, concise written instructions to DataSite
- Outline step-by-step instructions for DataSite staff to follow during a Remote Hands request.
- Provide contact information for verification of requested work.
- Acknowledge that work will not be performed if DataSite staff has unresolved questions about the requested work and DataSite will not be liable for ramifications of work delays due to work request verification.
- Be responsible for packaging and shipping of all Customer assets to and from the Data Center. Remote Hands may be used to make Equipment available to the Customers contracted shipper. Customer is responsible for identifying the device(s) to be shipped and the contracted carrier to be used. Customer is responsible for providing all packaging/shipping materials.
- Verify data backup has been completed prior to a Remote Hands request. Once the Remote Hands ticket is opened, all time spent is a billable item. DataSite is not liable for data loss during a Remote Hands ticket.
- Provide all cabling and labeling schemas. DataSite will not develop labeling schemas for the Customer.
- Ensure all material and Equipment is provided and operational to fulfill the Remote Hands request. The Equipment and materials must arrive in working condition. DataSite is not liable for testing or verification of received Equipment, with the exception of notifying the Customer if a box is received damaged. Client will also be responsible for labor associated with Remote Hands in the event that Customer provided equipment is not provided or operational.
- Be responsible for maintaining the required licenses for the Applications they are running. DataSite will not verify licensing nor be held liable for licensing of Customer provided media.

27. Contacting DataSite

DataSite may be contacted in the following manner:

- Main Phone Number – (407) 591-5900
- Toll Free Phone Number – (877) 374-2656
- E-mail Contact
 - Sales
 - Sales@DataSiteOrlando.com
 - Client Support
 - ClientSupport@DataSiteOrlando.com

- Operations
 - Operations@DataSiteOrlando.com
- Media & Public Relations
 - Media@DataSiteOrlando.com
- Remote Hands Requests and Trouble Tickets must be directed to the Client Support e-mail address or the Customer Support option via the main DataSite phone number.
- All requests, changes and updates regarding Access Lists and Contact Lists must be submitted in writing and directed to the Operations e-mail address.



GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SERVICE

Responsibilities of the Parties

A. Customer may terminate a Service or any Service Component(s) for convenience by giving DataSite at least 60 days prior written notice and payment of any applicable Termination Charges.

B. DataSite may perform routine scheduled security maintenance and/or unscheduled security audits of all network connections on Equipment within the Data Center used to provide the Service. DataSite will promptly notify Customer in the event of any disruption of the Service resulting from these security activities.

C. DataSite may perform routine vulnerability scans and will notify Customer if it detects any risk vulnerability levels requiring Customer's immediate attention. Notice of such risk vulnerabilities may include a cure period allowing Customer to rectify the vulnerability. However, DataSite reserves the right to suspend Customer's Service if Customer does not cure the risk vulnerability in the allocated timeframe or if such risk vulnerability may cause imminent threat of irreparable harm. Such risk vulnerabilities scans are classified at the risk vulnerability levels described below:

Facilities, Equipment and Software

Upon sixty (60) days' prior written notice if for DataSite's convenience, or with as much notice as may be feasible in the event of an emergency, DataSite may require Customer (at DataSite's expense) to relocate Equipment to the next nearest Space or Data Center; provided, however, that the site of re-location shall afford comparable environmental conditions and accessibility to Equipment. Customer may provide DataSite sixty (60) days written notice of Customer's request to relocate Customer Equipment or Equipment, which relocation will be at Customer's expense.

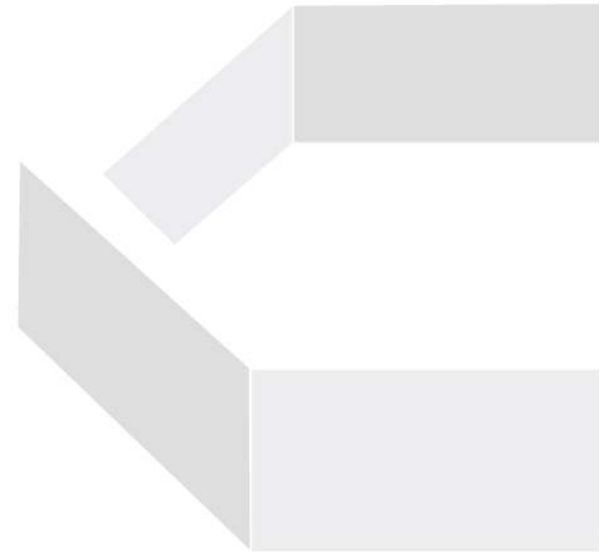
Customer Space Usage in the Data Center

A. DataSite has no obligation to make alterations, improvements, additions, decorations or changes within the Space, except to the extent required to conform to the standard physical space, electrical power and ventilation configurations in effect for the Data Center.

B. Customer must keep the Space tidy and free of any debris and clutter and will maintain the Space in compliance with any related Data Center policies.

C. Upon termination or expiration of Service, Customer must leave the Space in as good condition, normal wear and tear excepted, as it was at the Commencement Date, and must remove any Customer Equipment and other Customer property from the Space.

D. Customer may not make physical alternations or modifications to the Space, without prior written permission from DataSite.



SERVICE LEVEL AGREEMENTS

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 And Conditions Applicable To All Service Level Agreements

Acts or Omissions of Customer or Certain Third Parties

DataSite 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 DataSite.
- 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 DataSite Colocation Master Services Agreement or changes in Customer business requirements not reported to DataSite 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 DataSite must perform remedial Services resulting from Customer acts or omissions, Customer will be charged for such Services at DataSite’s then current rates.
- Customer preventing DataSite from implementing software patches or software upgrades that are necessary for DataSite to provide Service commensurate with existing SLAs.
- Customer’s refusal to allow DataSite 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 DataSite that impact the process of measuring SLAs, Customer and DataSite will agree upon a new measurement process and amend the Attachment as appropriate. Should Customer and DataSite agree to implement a new SLA

measurement mechanism, Customer and DataSite will establish new Service Levels to be aligned with the new mechanism.

Only the Customers of DataSite 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 DataSite 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 DataSite website.

Service Level Agreements do not apply in the event of Force Majeure event (fire, explosion, lightning, power surges or failures, strikes or labor 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 DataSite's control), whether or not similar to the foregoing.

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

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

The Customer may only receive Service Credits equal to up to one (1) month's DataSite Colocation Monthly Service Charges during any calendar quarter. Customer will not receive a Service Credit for DataSite 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 DataSite's failure to meet a SLA.

DataSite 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 Data Centers and experiences an Outage in one of the Data Centers, the Service Credit is only calculated on the Data Center 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 80% of a circuit's rated value or for international Data Centers, 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, subject to the program rules and regulations set forth in Section III.

Measurement Responsibility

Upon suspecting a Power Outage, Customer may request DataSite to open a Trouble Ticket or DataSite may proactively open a Trouble Ticket. DataSite will track the Facilities Outage from the time the Trouble 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 Data Center infrastructure, which causes an outage shall not be covered by this SLA.

Service Level

The Power Service Level Availability is 99.99%. The demand 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 Data Center Power Distribution Units.

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

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

Exceptions:

If a Customer exceeds the designated watts per square foot in a Colocation Suite or Custom Data Center Suite or exceeds the 80% 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 strips into the DataSite provided power strips, this SLA is no longer in effect. DataSite reserves the right to demand removal of the additional power strips.

HVAC Service Level Agreement (SLA)

Description

Under the HVAC Service Level Agreement, if the Data Center experiences an ambient temperature which is outside of the range specified below, Customer will be eligible to receive a Service Credit. U.S. Data Center's will target a temperature of 75 degrees Fahrenheit, +/- 5 degrees. Service Credit is against Your Monthly Hosting Service Charges incurred during the affected month as specified below, subject to the program rules and regulations set forth in Section III.

Measurement Responsibility

Upon suspecting a HVAC Outage, Customer may request DataSite to open a Trouble Ticket or DataSite may proactively open a Trouble Ticket. DataSite will

track the HVAC Outage from the time the Trouble 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 Data Center 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 DataSite 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 Data Center room CRAH units.

HVAC - SLA

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

