Qu Data Centres™

PRODUCT TERMS: COLOCATION

1. Product Terms.

These Product Terms, including any Service Documentation and/or EULA applicable to the Services or part thereof, together with the MSA forms part of the Agreement. Unless otherwise expressly defined in these Product Terms, capitalized terms used herein shall have the meaning ascribed to them in the elsewhere in the Agreement.

2. Services and Grant of Licence

2.1. **Provision of Services.** Company shall provide the Services to the Customer in accordance with the terms and conditions of the Agreement, these Product Terms, the applicable Service Documentation and Service Order. Company hereby grants to Customer a licence and permission to install, operate and maintain the Equipment in the Equipment Space in accordance with the terms and conditions of this Agreement. Such license is a limited license of the Equipment Space, which will be provided in accordance with the Agreement, and does not create an ownership interest, property rights, right of easement or tenancy rights of any nature in and to the Company's real or personal property, including such personal or real property at the Data Center. The Parties intend that Equipment, whether or not physically affixed to the Equipment Space, shall not be considered fixtures of the Data Center. Unless otherwise provided herein, the Equipment shall constitute the Customer's (or the leaser or owner of the Equipment, if applicable - each an "**Equipment Lessor**") personal property, subject to applicable laws. Company reserves all rights not otherwise granted to Customer under the foregoing license in this Section.

2.2. **Regulatory Changes.** The Customer acknowledges that the provision of Services may be impacted by matters beyond the reasonable control of Company, including matters relating to legislation, regulatory changes, changes in the policy directive of any applicable regulatory authority and/or amendments to the terms and conditions of third-party services necessary for the Services, such as third-party telecommunication and public utility services ("**Regulatory Changes**"). The Customer agrees that upon written notice to the Customer, Company may amend the provision of Services, including the term of the affected Order as necessary to reasonably address any Regulatory Changes.

2.3. **Security.** Company shall maintain, at the Building, safety and security controls and procedures to maintain the integrity, safety and security of the Building. The safety and security controls shall include, without limitation, access controls, including pre-clearing with the Customer the Customer's representative and its third-party service personnel and other controls which ensure the integrity, safety and security of the Data Center, including the Premises.

2.4. **Premises Environment**

The Customer Equipment shall be installed in the designated Equipment Space within the Premises. Company will provide the following:

(a) connectivity for the Equipment Space and the connection point to the external telecommunications network;

(b) mechanical cooling with redundancy;

(c) electrical power in accordance with the Service Order;

(d) battery back-up designed to bridge power requirements during cutover from primary to backup power, and back again;

(e) back-up generator with redundancy;

(f) raised data room flooring;

(g) a fire suppression system that meets local provincial building codes, and where applicable, enhanced non water based fire suppression and detection; and

(h) power and air-conditioning monitored on a 7/24/365 basis.

Collectively the "**Services Environment**".

3. Fees

Customer shall pay the Company the Fees for Services set forth in the Service Order and in accordance with the terms of the Agreement. Monthly Recurring Charges will be invoiced to the Customer thirty (30) days in advance; the first month's charges shall be pro-rated by the number of days the Services are provisioned within that first month. Non-recurring Charges, if any shall be invoiced as of the date the Service Order is executed by the Parties.

4. Colocation of Customer's Equipment

(a) Prior to the Customer commencing any work in or around the Premises relating to preparing the Equipment Space and/or installing the Equipment, the Customer shall, at its cost and expense, prepare and deliver to Company drawings, plans and specifications detailing the technical characteristics of its Equipment, describing in detail any preparatory work necessary for the installation of the Equipment and the timeline for such work (the "**Plan**"). The Customer shall not commence any work until the Company, in its sole discretion, has approved the Plan in writing.

(b) Subject to the terms and conditions of the Agreement, including the applicable Data Center Customer User Policy, the Company shall provide Customer's authorized representatives twenty-four (24) hour access to the Premises and the Equipment Space so that Customer may perform installation, operation and maintenance functions (collectively "**Customer Servicing**").

(c) Customer shall ensure that Customer Servicing is only performed by its authorized representatives with appropriate training, experience, skills and technical knowledge. The Customer shall cause Customer Servicing to be performed in a workmanlike manner and in compliance with the policies and procedures of Company, including Company security and access procedures specified in the applicable Data Center Customer User Policy and any applicable regulatory building codes. The Equipment that is installed in the Equipment Space shall be designed and constructed so as to prevent electromagnetic and radio frequency signal leakage. Customer represents and warrants that all Equipment installed in the Equipment Space adheres to applicable industry safety codes and standards.

(d) The Customer shall not sublicense, lease, rent, share, resell or allow the use of the Equipment or Equipment Space, in whole or in part, by any third party, including but not limited to, other providers of telecommunications services, without Company prior written consent. Customer shall not interfere with the use of the Data Center or any portion thereof, by Company or other licensees, customers or users of the Data Center. Customer assumes full responsibility for ensuring that its employees, representatives, customers and other third party end-users access and use the Services, Premises and Equipment Space only for lawful purposes and in accordance with the terms and conditions of the Agreement, including the Company's Acceptable Use Policy.

(e) The Customer shall relocate the Equipment to another Equipment Space, Premises and/or another Building within thirty (30) days after Company's written relocation request to the Customer or such longer period as the Parties may agree to in writing. Company shall reasonably reimburse the Customer for its actual out-of-pocket expenses directly associated with such relocation.

5. Installation Activities

Company shall have the right to require Customer to immediately stop any Customer Servicing without liability to Company, if Company, in its sole discretion, determines that the Customer Servicing or any part thereof is interfering or may interfere with any operation of the Data Center or the activities and quiet enjoyment thereof by other users.

6. Cancellation of Service

To the extent that the Customer notified the Company of its intent to not renew the Services upon expiration of the then current term of the Services or the Services have been terminated prior to the end of such term of the Services for any reason, then Customer shall remove its Equipment from the Premises, at the Customer's sole risk and expense, prior to or on the Termination Date. In the event that the Customer does not remove its Equipment by the Termination Date, then notwithstanding any statutory provisions or legal presumption to the contrary, there shall be no tacit renewal of the applicable Service Order, including the Services thereunder, and Company in its sole discretion may elect to (i) by way of written notice to the Customer, permit the Customer to remain in possession of the Equipment Space, in which case, the Term of the applicable Service Order shall be renewed automatically on a month-to-month basis, however, unless otherwise agreed to in writing by the Parties, the Monthly Recurring Charges during the such month-to-month periods shall be increased to an amount equal to one hundred and fifty (150%) percent of the Monthly Recurring Charges of the expired Service Order; or (ii) deem that the Customer has abandoned its Equipment and/or is occupying the Equipment Space against the will of Company, in which case, Company shall be entitled to, at its sole discretion remove, store and/or dispose of the Customer's Equipment at Customer's risk and expense, and avail itself to remedies at law for the recovery from the Customer the Company's costs and expenses associated therewith, including unpaid accrued Fees, if any.

7. Customer Responsibilities

7.1 Customer hereby agrees:

(a) To keep the Equipment Space and the Equipment in good order, repair and condition throughout the Term, to keep the Equipment Space clean and free of debris and to promptly and completely repair all damage to the Premises caused by Customer or its agents;

(b) To perform or cause to perform any Customer Servicing in a safe orderly manner consistent with the Equipment manufacturers' specifications, applicable regulatory building codes and applicable industry standards and in such a way as to prevent interference with the operation of the Data Center and the other users' activities and quiet enjoyment thereof;

(c) Not to bring any Hazardous Substance into the Data Center or onto the parking and loading areas of such Data Center;

(d) To pay the Fees when due and to provide written notice to Company if such payment is disputed, with such written notice being provided not more than thirty (30) days after the invoice date and to expressly state therein sufficient, accurate particulars to enable Company to reasonably understand and assess the nature of such dispute;

(e) To surrender the Equipment Space on the Termination Date to Company in a condition that is materially similar to the condition just prior to the Customer's use of such Equipment Space, save and except for ordinary wear and tear. The Customer shall exercise or cause to be exercised due care in the removal of Equipment so as to prevent any damage to the Data Center, including the Premises and the Equipment Space. At all times, it is the Customer's responsibility to ensure that such due care is exercised regardless of whether the removal of the Equipment is performed by the Customer, its agents or any Equipment Lessor. At Company's election, the Customer will repair all damage caused during such removal at Customer's sole cost and expense, or reimburse Company for its cost and expense associated with the performance of such repair by Company or its agent;

(f) to obtain all the permits and licenses required by applicable laws to be able to use the Services;

(g) to use the Services only for lawful purposes and in accordance with this Agreement and the Company policies and guidelines notified to it;

(h) to use reasonable efforts to prevent unauthorized access to or use of the Services;

(i) to reasonably cooperate with Company's investigations of outages, security problems and any suspected breach of this Agreement; and

(j) to acknowledge and comply with the following Equipment and Data Centre conditions.

7.2 *Equipment Ownership and Maintenance*

The Equipment shall belong to Customer or to the Equipment Lessor as the case may be, and shall be installed, located in, and removed from the Data Center at the sole risk of Customer. Customer represents and warrants that it has all necessary rights to use, maintain, and locate the Equipment in the Equipment Space. Except in the case of loss or damage to the Equipment directly attributable to the Company's gross negligence or intentional misconduct, the Company shall not be liable to any party, including the Customer, the Customer's insurer, any third party who has an ownership, security interest or other similar right in or to the Equipment.

7.3 *Equipment and Other Deliveries*

Customer must be present to receive all deliveries at the Premises unless arrangements are made with Company forty-eight (48) hours in advance of any delivery, which may give rise to additional charges. Customer shall be responsible for ensuring that all deliveries conform to the applicable purchase order. Company will not be responsible in any way for delivered items. Customer shall be responsible for moving all delivered items away from the loading dock or other receiving area at the Data Center or the Premises within twenty-four (24) hours of the delivery. If the delivered items have not been moved by Customer within such time, Company may relocate the delivered items at Customer's sole risk and expense. Delivered items, including and Equipment may not be stored at the Premises unless it is housed within the Customer's Equipment Space.

7.4 *Condition of Equipment Space and Premises*

Except as expressly set forth in these Product Terms, Company makes no warranty or representation regarding the Data Center, the Premises and the Equipment Space, including

without limitation that the Data Center parking area, delivery area or the Facilities are suitable for the Customer's intended use thereof. The Customer has reasonably inspected the Equipment Space, the Facilities and the Premises, and accepts the same on an "AS IS" basis. Company agrees to prepare the Equipment Space and/or the Premises for Customer prior to the Commencement Date in accordance with Service Order or as otherwise agreed to by the Parties in writing.

Company may have the need to request emergency maintenance access to the Equipment Space or the Equipment, which may affect the operation or availability of the Services. Company will notify the Customer as soon as reasonably possible of any occurrence that would result in a requirement for emergency access.

Consent to Video Monitoring

Customer acknowledges, agrees and hereby consents under applicable privacy laws that Company may monitor the inside and outside areas of the Data Center by way of closed circuit television or other monitoring devices for safety and security purposes.

Limitations on Use

All Customer employees, agents, contractors or invitees, including any Equipment Lessor having access to the Premises ("**Customer Authorized Personnel**") must abide by the Data Center Customer User Policy and must be registered with the Company. Approval by Company does not release Customer from its responsibilities pursuant to this Agreement, nor by approving such Customer Authorized Personnel does Company waive its right to be indemnified by Customer for damages to any part of the Building and Company's business caused by such Customer Authorized Personnel. Customer must provide Company with particulars, including a current photograph, specimen signature or other identification of each Customer Authorized Personnel, before that Customer Authorized Personnel is given access to the Premises

Company obligation to provide electrical power for the use of Customer's Equipment shall conform to the power requirements set forth in the Service Order hereto. During any then current term of the applicable Service Order, electrical power consumed by Customer's Equipment may be reviewed annually and calculated (as required) in accordance with prevailing market costs and billed to the Customer.

Customer will not install any Equipment that exceeds 80% of the capacity of any electrical circuit or associated hardware at the Facility. In the event that Customer exceeds 80% capacity of any electrical circuit or associated hardware at the Facility, Company may, at its option, and without notice to Customer if necessary, remedy the overload at Customer expense without liability for damages to the Equipment or interruption of Customer (or Customer clients') businesses. As soon as practicable thereafter, Company will advise Customer in writing of the work performed or action taken, and Customer will immediately reimburse Company for all expenses reasonably incurred by Company associated with any work or action performed by Company in accordance with this section. Power deployed in an A/B configuration must not exceed 40% of each circuit. In the event power to one circuit is interrupted for any reason, the single, remaining, active circuit must not exceed 80%.

Company shall reserve the right to prohibit the installation of replacement or additional Equipment, which in Company sole judgment would exceed the power consumption capacity of the Premises. Company shall have the right to adjust the power requirements set forth in the Service Order to conform to the replacement or additional Equipment installed in the Premises,

and the Fees payable by the Customer shall be adjusted to reflect higher energy consumption. Company may apportion costs incurred to increase the power capacity to the Customer. In the interest of clarification it is agreed that Company shall be under no obligation to increase the power capacity of the Premises in order to accommodate the installation of additional Equipment or replacement Equipment which would exceed the power consumption capacity of the Premises.

The weight of the Equipment installed by Customer shall not exceed the weight parameters (the "**Weight Parameters**") listed in the applicable Data Center Customer User Policy hereto. In the event that Customer shall desire to install additional Equipment, or replace the Equipment listed in the applicable Data Center Customer User Policy, Customer shall ensure that said Equipment does not exceed the approved Weight Parameters listed in that Data Center Customer User Policy. Customer shall notify Company in writing in advance of the installation of additional or replacement Equipment, in order that Company may verify that the Weight Parameters of the Equipment does not exceed the load capacity of the Premises or the Equipment Space. Company shall have the sole right to prohibit the installation of additional Equipment or replacement Equipment if Company determines that the installation of Equipment would or would likely exceed the capacity of the Premises or the Equipment Space, taking into account inter alia the installations of Company and other occupants within the Premises.

8. Data Center Customer User Policy

The Customer shall, and cause its agents review the Data Center Customer User Policy, including the reasonable verbal instructions of the Company Personnel when attending at the Data Center and to comply with the terms therein. The Customer shall indemnify the Company from and against any damages, liabilities, costs and/or third-party claims in connection with any property damage or personal injury, including death that is attributable to any representative, employee, contractor or agent of the Customer or, any person the Customer has permitted (or agreed to with) access to the Equipment Space.

9. General Liability

Customer shall indemnify, defend (by counsel reasonably acceptable to Company) and hold Company, its principals, officers, directors, agents, employees and customers harmless from and against any and all demands, claims, suits, judgments, losses, liability, damages and expenses (including, but not limited to, reasonable legal, mediation, arbitration and dispute resolution fees) arising out of or in connection with: (i) damages to any tangible property or bodily injury to or death of any persons, including, but not limited to, customers, agents and employees of either Party hereto (including payment under any worker's compensation law or under any plan for employee disability and death benefits) which may arise out of or caused by the negligence or any willful and wrongful act or omission of the Customer, its representative or its contractor or any person the Customer has permitted (or agreed to with) access to the Equipment Space.

10. Damage to the Building

If any damage or destruction by fire or other cause to the Building, whether partial or not, is due to the fault or negligence of Customer or any Customer authorized personnel or Customer's contractor, without prejudice to the other rights and remedies of Company, and without prejudice to the rights of subrogation of Company insurer:

(a) Customer shall be liable for all costs and damages in connection with such destruction;

(b) The damages may be repaired by Company at Customer's expense

(c) Customer shall forfeit any abatement of Fees provided in this Agreement and Fees shall remain due.

11. Customer Insurance

Despite terms to the contrary elsewhere in the Agreement, the Customer shall, during the Term maintain insurance with respect to its interest in the Premises, the Equipment Space, the Equipment, the Improvements made by or on behalf of the Customer thereto, and all operations of the Customer in and from the Premises, coverage that include the following:

(a) "All risks" (including flood and earthquake) for property of every kind owned by Customer or for which Customer is legally liable or installed by or on behalf of Customer and which is located in the adjacent parking areas, or in, on or within the Building, including without limitation, all of Customer's furniture, moveable equipment and all leasehold Improvements and other Improvements in an amount not less than the full replacement cost thereof. Alternatively, Customer may self-insure for such risks.

(b) "All risks" Tenant's insurance in an amount not less than the full replacement cost of the Equipment, including loss of their use. Alternatively, Customer may at its sole risk and discretion, self-insure for such risks.

(c) Comprehensive general liability insurance including, but not limited to property damage, public liability, employer's liability, personal injury liability, contractual liability, non-owned automobile liability and contractor's protective insurance coverage, all on an occurrence basis with respect to the use, occupancy, activities or things in the adjacent parking areas or in, on or within the Building and with respect to the use and occupancy of any other part of the Building by Customer or any of its employees, agents, contractors or persons for whom Customer is in law responsible, with coverage of not less than five million dollars ($5,000,000.00) or equivalent in local currency for each occurrence involving bodily injury, death, or property damage.

(d) Business interruption insurance in such amounts as will reimburse Customer for direct and indirect loss of earnings attributable to the perils insured against in this Section and other perils commonly insured by prudent tenants and occupants of like premises. Alternatively, Customer may self-insure for such risks.

(e) Worker's Compensation coverage in an amount not less than that prescribed by statutory limits.

(f) Cyber insurance policy (also referred to as cyber risk insurance or cyber liability insurance coverage) with limits commensurate to the nature of the Customer operations and the exposure to risk arising therefrom.

(g) Such insurance shall include:

i. a severability of interest and cross-liability clauses protecting Company in respect of any claim by or caused by the Customer as if Company was separately insured;

ii. a provision prohibiting the insurer from cancelling or materially altering the coverage without first giving Company at least thirty (30) days prior notice thereof; and

iii. a waiver of any subrogation rights which Customer's insurers may have against Company and against those for who Company is in law responsible.

Customer will provide Company with certificates of such insurance and any renewals thereof prior to commencement of any installations at the Premises or at other times upon Company written request. If any insurance policy is cancelled or threatened by the insurer to be cancelled, or the coverage reduced by

the insurer by reason of the use and occupation of the Premises, Customer shall immediately notify Company in writing. If Customer fails to remedy the condition giving rise to the cancellation, threatened cancellation or reduction of coverage within forty-eight (48) hours after notice by Company, Company may, at its option either (a) exercise its rights of re-entry including termination, or (b) at Customer's expense, enter into the Premises and remedy the condition giving rise to the cancellation, threatened cancellation or reduction.

12. Definitions:

"**Building**" or "**Data Center**" means the land and the building where the Services are provisioned from and where the Premises is located in, and includes the structures, improvements, machinery and common areas situated thereon or therein.

"**Business Days**" means Monday to Friday (excluding statutory holidays) from 08:00 am to 5:00 pm local time to the geography where the Data Center is located.

"**Company Customer Care Team**" or "**Company Support Team**" means technical support group at the Company responsible for handling all support requests from the Customer in connection with the Services.

"**Data Center Customer User Policy**" means the rules, polices and procedure that is made available to the Customer in writing or posted at the Data Center pertaining to the Customer's access and use of the Data Center.

"**Emergency Maintenance**" means any urgent maintenance activities performed by or on behalf of the Company on any part of the Facilities, including the Equipment Space and Equipment without advance notice to the Customer in order to prevent or address imminent failure or damage thereto.

"**Equipment**" means cabinets, racks, electronic equipment, information technology/computing systems, servers, communication devices, cabling (fibre optic, co-axial, copper wire) and other equipment own or leased by the Customer that are installed, or to be installed, by the Customer (or its agents) in the Equipment Space.

"**Equipment Space**" means the colocation module space within the Premises (as the term is defined below) assigned by Company from time to time and may be comprised of cabinets and/or racks for the Equipment, as more particularly described in the applicable Service Order.

"**Facilities**" means any structure, including the Building, infrastructure and/or equipment operated by Company for the purpose of supporting the Services within the Premises.

"**Hazardous Substance**" means any substance that is controlled by, regulated, or restricted under the laws of the province in which the Building is situated, including any regulations, guidelines, policy statements and restrictions pertaining to occupational health and safety standards and the safety of the Customer's employees, its contractors and its agents including, but not limited to, any known toxins or carcinogens, polychlorinated biphenyls, friable asbestos, mould contaminants and other substances commonly referred to as pollutants, contaminants or any other hazardous substances.

"**Improvements**" means any alterations, repairs, works, replacements, changes, additions or improvements including, without limitation, any connection of apparatus to the electrical system (other than a connection to an existing duplex receptacle), to the plumbing lines, to the heating, the air-conditioning or the sprinkler system or any installation of electrical sub-meters.

"**Premises**" means that part of the Data Center allocated to Customer by Company in connection with Services provided under this Agreement.

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"**Scheduled Maintenance**" means any maintenance activities performed by or on behalf of the Company on any part of the Facilities, including the Equipment Space that impacts the SLA standard of performance, provided that the Customer is provided with at least five (5) days in advance notice (email permitted) of such maintenance activities.

"**Services**" means the telecommunications colocation services provided by Company and its agents to the Customer pursuant to the Service Order and more particularly outlined in the applicable Service Documentation.

"**Termination Date**" means last day of the Term or the effective termination date of an Order as the case may be.

[SLA follows]

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Service Level Agreement

This SLA forms part of the Product Terms. If the Company is unable to meet the standard of performance for the Services set forth in this SLA, subject to the terms and conditions of this SLA and the applicable terms elsewhere in the Agreement, Customer shall be entitled to a service credit applicable to the affected Service. This SLA only applies to Services being provided within the Premises and shall not apply in any situation where such standard of performance is not met due to factors caused by or exacerbated by the Customer (including its representatives or contractors) or conditions beyond the reasonable control of Company, including Force Majeure events. The standard of performance set forth herein, including in the SLA does not apply to Scheduled Maintenance or Emergency Maintenance.

1. Service Impact

Subject to the terms of this SLA, each incident that the Services fail to meet the standard of performance set forth in the tables below shall be defined herein as a "**Service Impact**." The following causes that impacts the Services in any way or results in a Service Impact incident does not qualify for the issuance of service credit under this SLA:

(a) Installation activities performed by or on behalf of the Customer;

(b) any work performed by Customer's agents, employees, contractors or representatives (excluding Company);

(c) work (for example, additional technical assistance) performed by Company at Customer's request;

(d) interruptions in third party networks that prevent or limit network access to Equipment including, but not limited to, denial of service attack, hacker activity, or other malicious event or code targeted against Company or a Company customer (irrespective of DDoS mitigation services provided by Company);

(e) delayed or lack of response by Customer to disruptions that require Customer's participation for problem source identification and/or resolution;

(f) where no trouble has been discovered by the Company;

(g) acts or omissions of the Customer or Customer's representatives or its other Users;

(h) software and/or hardware defects in the Equipment or where the Equipment does not perform according to published technical specification; or

(i) Customer's breach of its obligations under the Agreement.

Customer must report Service Impact to Company Support Team in a timely manner using the Company trouble ticketing system. Service Impact incident time begins when the Customer reports a Service Impact and permits Company with any required access for diagnostic and repair purposes, and ends when Company notifies the Customer that the Service Impact has been resolved and the Service is again operating with the applicable standard of performance.

2. Service Credits

Upon Customer's request, for each incident of a Service Impact in any calendar month during the Term, a service credit as defined in the table below for the affected Service shall be applied to the Customer's account. The Customer must request service credits in writing with the Company Support Team within fifteen (15) days of the last day of the calendar month in which the Service Impact occurred. Upon the Company's investigation and confirmation that the applicable standard of performance for the Service

was not met, the Company shall issue and apply a service credit to the Customer's account in accordance with the service credit regime set forth below.

3. Outage Notification

Customer shall notify the Company if the Services do not meet the standard of performance set forth below by opening a trouble ticket with the Company Support Team within one (1) day for Power Standard and ten (10) days for any Network Standard of any Service Impact incident, following which, the Company shall validate the such Service Impact incident. If the Company determines that there is a Service Impact incident, the Company will record it as a Service Impact incident in its system.

4. Standard of Performance for the Services

Power Standard

	Power Availability	Service Credit
Redundant Power Configuration	100%	One (1) day of pro-rated MRC for the affected Services for each cumulative sixty (60) minutes or fraction thereof, up to 50% of the MRC for such Services.
Non-Redundant Power Configuration	99.99%	One (1) day of pro-rated MRC for the affected Services for each cumulative sixty (60) minutes or fraction thereof, up to 50% of the MRC for such Services.

Network Standard

	Network Availability	Service Credits
High Availability Network Configuration	100%	One (1) day of pro-rated MRC for the affected Services for each cumulative sixty (60) minutes or fraction thereof, up to 50% of the MRC for such Services.
Non-High Availability Network Configuration	99.99%	One (1) day of pro-rated MRC for the affected Services for each cumulative sixty (60) minutes or fraction thereof, up to 50% of the MRC for such Services.

5. Optional Services

5.1 Professional Services – Professional services offered by the Company to complete specific Customer requested work are subject to additional Fees and require the Parties' execution of a statement of work (also referred to herein as a "**SOW**"). The SOW shall at a minimum state the description of the Services to be performed by the Company thereunder, the Fees and the timeline for the completion of such Services.

5.2 Data Centre Carrier Neutrality – The Company may, in its sole discretion, allow third party network and access services providers to provision connectivity to Customer's Services hereunder, upon the Customer's request to the Company and subject to additional Fees, the Company shall provision the cross-connection between Customer Equipment Space and such third party. The Company will not in any way support, guarantee the performance of, be responsible for or make any representations or warranties for such third party connectivity services.

5.3 Remote Hands – Subject to the Customer's request and availability of Company personnel, the Company may make available personnel who will provide non-technical support and assistance related to the Customer's Equipment or the Equipment Space ("**Remote Hands**"). Unless otherwise agreed to in writing by the Parties, Fees for Remote Hands are charged to the Customer on an hourly basis, with a one (1) hour minimum at the Company's then current hourly rate for Remote Hands. Response times for performance of Remote Hands will be based on commercial reasonable efforts. Remote Hands will only be performed upon request and direction of the Customer. The Company shall not be responsible or liable in any way for consequences arising from such performance.

5.4 Equipment Relocation – If requested by the Customer and approved by the Company in writing, the Customer may relocate its Equipment to another Equipment Space within a the same Data Centre or another Data Centre operated by the Company. The work required for such relocation shall be performed by the Customer and/or its contractor at the Customer risk and expense. The Company shall not be responsible of any network access disruptions that may result from the relocation of the Equipment.

5.5 Network Access – The provisions of network access to the Equipment space ("**Connectivity**") shall only be provisioned by the Company for the Customer if Connectivity as a Service is specifically set forth in the applicable Service Order.

6. Claiming Service Credit and Limitations

The following terms apply to all claims for service credit:

(a) Customer must report a Service Impact to the Company Support Team by opening a Company trouble ticket, together with supporting details about such Service Impact.

(b) If the Customer believes that it has not correctly received the service credit, the Customer must submit a ticket within 14 days after receiving the service credit or being denied the service credit.

(c) Period of Service Impact begins from the time the applicable trouble ticket is received, and the reported Service Impact is validated by Company using its internal monitoring tools.

(d) Customers may not receive a service credit greater than one (1) day of MRC per Service affected by an incident of Service Impact or a series of Service Impacts; and in no event will the Customer receive service credit during any monthly billing period for any Service that is greater than the MRC for the affected Service. For clarity, Service Impact incident that spans from one (1) day to the next shall qualify for a maximum service credit equal to one pro-rated (1) day of MRC for the affected Service.

(e) Service Impacts that arises from a related cause shall be defined as one (1) Service Impact incident for the purpose of calculating a service credit the Customer may be entitled to under this SLA.

(f) Customer must be current and in good standing with its Company account to receive service credit; the Customer is disqualify from receiving service credit if the Customer account in respect of Fees is past-due and not current at the time of the Service Impact incident, or its accounts has been suspended or cancelled prior to such incident. service credit will not be applied against any past due balances.

(g) Upon termination of the Service for which the service credit was applied against, any remining service credit will be forfeited. Once the service credit has been applied to the Customer account, such service credit will only be applied against the Fees that accrue for the Service affected by a Service Impact after such application.

(h) The service credit shall be the Customer's exclusive remedy and Company's entire liability for any breach of any standard of performance for a Service.