



COLOCATION SERVICE LEVEL AGREEMENT

Network Latency Guarantees for Crocker Communications Colocation Center Service Level Agreement CROCKER Service Level Agreement Summary At CROCKER, we back up our promises with the industry's strongest guarantees of reliability and performance. In fact, CROCKER provides the only end-to-end Service Level Agreement (SLA) in the industry that guarantees minimal latency and loss over the Internet. And we guarantee 100% availability. If our network is not performing as promised, or you lose connectivity for even a minute, you are entitled to receive a credit. It's just another way CROCKER demonstrates its commitment to your complete satisfaction.

CROCKER GUARANTEES

99.9% Backbone Availability Guarantee

Roundtrip Delay

Latency Guarantee less than 75 milliseconds (CROCKER Backbone)

Latency Guarantee less than 200 milliseconds (Internet)

Roundtrip Packet Loss

Packet Loss Guarantee less than 1% (CROCKER Backbone)

Packet Loss Guarantee less than 5% (Internet)

Power Availability

Power available 100% of the time

Proactive Notification Guarantee for all services in 15 minutes

SLA DETAILS NETWORK LATENCY GUARANTEES

Network Latency Guarantee Scope: Crocker Communications (CROCKER) Network Latency Guarantee is average round-trip transmissions of 75 milliseconds or less between Crocker-designated transit backbone network routers ("Crocker Backbone") and 200 milliseconds or less between the Crocker Backbone and the Internet.

Network Latency Guarantee Process: Latency shall be measured by averaging sample measurements taken during a calendar month between Backbone Routers. Each month's Network performance statistics relating to the Network Latency Guarantees shall be posted at <http://www.crocker.com>. No credits will be made if failure to meet a Network Latency Guarantee is attributable to reasons of Force Majeure (as defined in the applicable service agreement).

Network Latency Guarantee Remedy: If CROCKER fails to meet any Network Latency Guarantee in any calendar month, Customer's account shall be automatically credited for that month for the pro-rated charges for one day of the CROCKER Monthly Fee for the service with respect to which a Network Latency Guarantee has not been met.

North American Network Packet Delivery Scope: CROCKER's North American Network Packet Delivery Guarantee is packet delivery of 99% or greater between CROCKER Backbone Routers and 95% between the Crocker Backbone and the Internet.



Packet Delivery Guarantee Process: Packet Delivery shall be measured by averaging sample measurements taken during a calendar month Crocker Backbone Routers. Each month's Network performance statistics relating to the Network Packet Delivery Guarantees shall be posted at <http://www.crocker.com>. No credits will be made if failure to meet a Network Packet Delivery Guarantee is attributable to reasons of Force Majeure (as defined in the applicable service agreement).

Network Packet Delivery Guarantee Remedy: If CROCKER fails to meet any Network Packet Delivery Guarantee in a calendar month, Customer's account shall be automatically credited for that month for the pro-rated charges for one day of the CROCKER Monthly Fee for the service with respect to which a Network Packet Delivery Guarantee has not been met. Service Quality

99.9% SERVICE AVAILABILITY GUARANTEE

Service Availability Guarantee Scope: CROCKER's Service Availability Guarantee is to have the CROCKER Network (as defined in the applicable service agreement) connectivity provided to Colocation Customers available 100% of the time.

Scheduled Maintenance Scope: Scheduled Maintenance shall mean any maintenance at the CROCKER data center at which Customer's server is located (a) of which Customer is notified 48 hours in advance, and (b) that is performed during a standard maintenance window on Monday through Friday from 11 PM to 4 AM local time of the CROCKER data center at which Customer's server is located. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by CROCKER (telephone, email, fax or pager).

Emergency Scheduled Maintenance Scope: Emergency security updates may have less than a 24-hour notification period. Emergency security maintenance may be performed at any time, with or without notice.

Service Availability Guarantee Process: At Customer's request, CROCKER will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the CROCKER Network was not available to Customer, and includes unavailability associated with any maintenance at the CROCKER data center where Customer's server is located other than Scheduled Maintenance. Outages will be counted as Network Unavailability only if CROCKER notifies Customer of the outage in accordance with the Outage Reporting Guarantee set forth below or if Customer opens a trouble ticket with CROCKER customer support within five days of the outage. Network unavailability will not include Scheduled Maintenance, or any unavailability resulting from (a) any Customer circuits or equipment, (b) Customer's applications or equipment, (c) acts or omissions of Customer, or any use or user of the service authorized by Customer or (d) reasons of Force Majeure (as defined in the applicable service agreement).

Service Availability Guarantee Remedy: For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request Customer's account shall be credited for the pro-rated charges for one day of the CROCKER Monthly Fee for the service with respect to which a Service Availability Guarantee has not been met.

CUSTOMER CARE QUALITY

Outage Reporting Guarantee Scope: CROCKER's Outage Reporting Guarantee is to notify Customer within 15 minutes after CROCKER's determination that Customer's service is unavailable. CROCKER's standard procedure is to ping customer's collocated equipment every five minutes. If Customer's equipment does not respond after two consecutive five-minute ping cycles, CROCKER will deem the service unavailable and will



contact Customer's designated point of contact by a method elected by CROCKER (telephone, email, fax or pager).

Outage Reporting Guarantee Process: The Outage Reporting Guarantee is applicable only to service provided in the contiguous United States and is applicable only if Customer completes CROCKER's Customer Information Form in its entirety or registers for the Outage Reporting Guarantee by submitting the form available at <http://www.crocker.com>. Customer is solely responsible for providing CROCKER accurate and current contact information for Customer's designated points of contact. CROCKER will be relieved of its obligations under this Outage Reporting Guarantee if CROCKER's contact information for Customer is out of date or inaccurate due to Customer's action or omission or if CROCKER's failure is due to reasons of Force Majeure (as defined in the applicable service agreement).

Outage Reporting Guarantee Remedy: If CROCKER fails to meet the Outage Reporting Guarantee, at Customer's request Customer's account shall be credited the pro-rated charges for one day of the CROCKER Monthly Fee for the service with respect to which this Guarantee has not been met; provided, that Customer may obtain no more than one credit per day, irrespective of how often in that day CROCKER failed to meet the Outage Reporting Guarantee.

POWER AVAILABILITY GUARANTEE

Power Availability Guarantee Scope: CROCKER's power availability guarantee is to have the CROCKER AC power provided to Customer's colocation cabinet available 100% of the time.

Power Availability Guarantee Process: "Power Unavailability" consists of the number of minutes that AC power was not available to Customer's colocation cabinet. Outages will be counted as Power Unavailability only if Customer opens a trouble ticket with CROCKER Customer support within five days of the outage. Power unavailability will not include unavailability resulting from (a) any Customer circuits or equipment, (b) Customer's applications or equipment, (c) acts or omissions of Customer, or any use or user of the service authorized by Customer or (d) reasons of Force Majeure (as defined in the applicable service agreement).

Power Availability Guarantee Remedy: For each cumulative hour of Power Unavailability or fraction thereof in any calendar month, at Customer's request Customer's account shall be credited the charges for one day of the CROCKER Monthly Fee for the service with respect to which a Power Availability Guarantee has not been met.