



## NETWORK ACCESS AND SERVICES SCHEDULE

This NETWORK ACCESS AND SERVICES SCHEDULE (this "Schedule") is made between Cologix Canada, Inc. with offices located at 225 E. 16<sup>th</sup> Avenue, Suite 900, Denver, Colorado 80203 ("Cologix") and \_\_\_\_\_ with offices located at \_\_\_\_\_ ("Customer") as of the latest dated signature below and incorporates and is governed by the terms and conditions of the Master Services Agreement (the "MSA") entered into by the parties. Any terms used herein and not defined herein shall have the meaning given to such terms in the MSA.

1. **Cologix Duties and Obligations.** As more particularly set forth in a Service Order, Cologix shall, subject to the terms and conditions hereof, provide Customer with certain network access and services (the "Network Access and Services"). Any and all access to any network(s) via Cologix must be in compliance with all policies and rules of those networks. Cologix exercises no control whatsoever over the content of any information passing through its networks. Cologix makes no guarantee of end-to-end bandwidth. Cologix cannot guarantee the peering sessions between non-Cologix companies (including, without limitation, Cologix's customers and vendors) and/or networks.
2. **Acceptable Use Policy.** Customer represents and warrants to Cologix that it will at all times comply with Cologix's Network Access and Services Acceptable Use Policy, as amended from time to time (the "Network Access and Services AUP"), by publishing at [www.cologix.com](http://www.cologix.com).
3. **Cologix Support Services.**
  - a. All work requested and instructed by Customer to be performed by Cologix on Customer hardware or software used in connection with the Network Access and Services, will be performed as a "Remote Hands" (defined below) service by Cologix on a time and materials basis, at Cologix's then current Remote Hands rates. In addition, any items not specifically listed on a Service Order will be on a time and materials basis.
  - b. As used herein, "Remote Hands" shall mean technical tasks performed by Cologix on Customer's equipment. Typical activities provided by the Remote Hands services include, without limitation, rebooting or power-cycling Customer equipment, testing or swapping defective cables, visual reporting on status indicators, reseating or replacement of modular equipment and modem connections for remote access. Remote Hands services may be purchased in monthly blocks of time or ad hoc.
  - c. Although Cologix technicians are skilled in troubleshooting and repairing a variety of hardware and/or software, prior knowledge of, or training on, a particular system utilized by Customer cannot be guaranteed. Cologix shall not be liable for any losses or damages due to any failure of the equipment or for any loss of data or damages resulting from Remote Hands service.

4. **24x7 Customer Support.** Cologix provides for the coordination and resolution of problems associated with the Network Access and Service(s) on a 24x7 basis. Support is limited to the product features included in the Network Access and Service(s) purchased.
5. **Service Description.** Cologix provides the following three (3) types of network connectivity Services, as set forth on the applicable Service Order:
  - a. **Metro Connect** – A connection provided between two (2) separate Cologix facilities within the same metropolitan market. Each Service Order will include a Cross-Connect (hereinafter defined) in each Cologix facility to provide a complete end-to-end service. There are two (2) primary architectures for Metro Connect Services, to be identified on the applicable Service Order:
    - (i) A hosted Ethernet solution utilizing shared Cologix equipment to manage connectivity between data centers, available in various speeds.
    - (ii) Passive Wave Fiber, utilizing Dense Wavelength Division Multiplexing ("DWDM") technology providing a single wave of light between the source and destination. In connection with Passive Wave Fiber, Customer must provide its own DWDM capable equipment that conforms to Cologix signal requirements. Speed is determined by the Customer equipment.
  - b. **Cloud Connect/Access Marketplace** – A hosted connection provided between Customer equipment and a Service Provider ("SP") across Layer 2. This Service is purchased as one or more physical Cloud-Connect ports at 1Gb or 10Gb speeds. Customer shall have the ability to allocate Ethernet Virtual Circuits ("EVC") on those ports to one or more SPs. EVC pricing is based on which of the following connection types is provided:
    - (i) **Local** – The SP is located in the same facility or market as the customer's deployment. The Service is provided entirely from Cologix owned equipment.
    - (ii) **Extended** – The SP is located in a remote metropolitan market and/or via a separate network provider and Cologix will extend Service for Customer to that SP utilizing leased or resold network services from a carrier partner.
  - c. **IP Bandwidth** – A public internet bandwidth Service comprised of multiple carriers with diverse upstream feeds served via redundant equipment. Customer has the ability to order non-redundant IP Bandwidth Services (i.e. a single Cross-Connect to half of the redundant equipment) or redundant IP Bandwidth Services (i.e. two (2) Cross-Connects, one to each side of the redundant equipment), in each case as set forth on the Service Order. Customer can purchase this Service in either of two (2) payment models - Burstable or Fixed bandwidth:
    - (i) **Burstable** – Customer commits to a minimum bandwidth but is provided the flexibility to burst over that minimum

at a higher cost per Mb, measured at the 95th percentile as more particularly set forth in Section 6 below.

- (ii) **Fixed** - Customer commits to a fixed bandwidth cap, measured at the 95th percentile, and Cologix limits usage beyond this cap.

As used in this Schedule, a "**Cross-Connect**" shall mean a cable within a Cologix facility that connects customer equipment within a cabinet or cage to equipment outside of that cabinet or cage.

**6. Burstable Billing Calculation and Charges.**

a. For Burstable IP Bandwidth Services, the Total Utilized Bandwidth (defined below) is derived from a 95<sup>th</sup> percentile (95%) calculation as described below. The bandwidth utilized by Customer over and above the committed bandwidth amount set forth in the applicable Service Order (the "**Bursted Bandwidth**"), will be billed by Cologix to Customer at 100% of the committed bandwidth rate set forth in the applicable Service Order pursuant to the calculation set forth below in this Section 6.

b. At the end of each calendar month during the term of a Service Order, Cologix shall calculate the Bursted Bandwidth Charge (defined below) for such calendar month of all circuits for which Customer has ordered Burstable IP Bandwidth Services, pursuant to the following formula:

(i) "**Bursted Bandwidth Charge**" = (Total Utilized Bandwidth – the total committed bandwidth set forth in the applicable Service Order) x (the specified burst rate set forth in the applicable Service Order per Mbps for Circuits (or, if none specified, the committed bandwidth rate set forth in the applicable Service Order per Mbps for Circuits)).

(ii) "**Total Utilized Bandwidth**" shall be calculated as follows: Cologix shall poll the Cologix routers for ingress and egress usage on each respective circuit approximately every five minutes. The ingress and egress numbers for each poll shall be stack ranked. At the end of each calendar month during the term of a Service Order, the top 5% of the aggregate ingress and egress usage numbers shall be discarded. The next highest measurement, the greater of the ingress or egress, shall constitute the Total Utilized Bandwidth for the applicable circuits for the applicable calendar month.

c. Customer shall not receive the benefit of any volume price discounts set forth in a Service Order if the volume threshold is surpassed due to Bursted Bandwidth.

**7. Network Service-Level Agreement.**

a. The purpose of this network service-level agreement (this "**SLA**") is to define the network service levels and operational specifications that Cologix will provide to Customer with respect to each category of Network Access and Services. Specifics as to the Network Access and Services to be provided to the

Customer are set forth in the applicable Service Order, which is incorporated into and made a part hereof.

b. Cologix network environments will be available on a 7 (day) x 24 (hour) x 365 (day) basis, except for Excluded Outages (defined below).

c. Customer will not receive the benefit of the Network SLAs set forth in this Section 7 unless Customer has ordered from Cologix, and actively maintains, redundant, diverse connections to the applicable network Services provided. For further clarity, Cologix does not provide any SLA for single port solutions ordered by Customer.

d. Availability will be calculated monthly using total actual minutes available divided by total possible minutes available, but shall exclude, in all instances, any Excluded Outages. Performance measurements will exclude CPE.

e. Cologix levels for network availability are as follows:

Metro Connect	
Type	Availability
Redundant Ethernet	99.99%
Redundant Passive Wave	99.99%

Cloud Connect / Access Marketplace	
Type	Availability
For Redundant ports with Redundant EVCs only	99.99%

Blended Internet	
Type	Availability
Redundant Fixed	99.99%
Redundant Burstable	99.99%

f. If, as a direct result of Cologix' actions or inactions, the network Service(s) provided by Cologix fail to meet the specified performance levels stated above, then, as Customer's sole and exclusive remedy, and Cologix' sole obligation, for such failure, Customer shall receive a Service credit equal to 10% of the monthly recurring charge for the affected Service (i.e. network Service charge only) for each separate incident up to a maximum of 30% for the affected month in accordance with the Service Order for such affected Service.

g. To request a credit, Customer must deliver a written request to Cologix within thirty (30) days of the end of the month for which a credit is requested. The request must detail the time period of the outage and include all appropriate documentation



NETWORK ACCESS AND SERVICES SCHEDULE

evidencing the outage. Customer shall open a trouble-ticket with Cologix in connection with any such outage.

h. If at any time Customer is in default under the Agreement, Customer will not be entitled to any credit.

i. Notwithstanding anything herein to the contrary, credit will not be issued under this SLA for any outage that, as determined by Cologix in its reasonable judgment, results from any of the following: (i) scheduled maintenance announced at least forty-eight (48) hours in advance; (ii) emergency maintenance (for security or router instability (or related) type patches or modifications); (iii) a violation of the Network Access and Services AUP in existence on the date of such circumstances giving rise to such credit; (iv) any other event or condition not wholly within the control of Cologix; (v) any act or omission, directly or indirectly, of Customer or its employees, agents, contractors or representatives or by Customer's or its employees, agents', contractors' or representatives' equipment; (vi) viruses; (vii) any failures that cannot be corrected because Customer is inaccessible; (viii) any violation by Customer of Cologix security precautions or measures; or (ix) any attack against Customer equipment/servers (clauses (i) through (ix) above, collectively, the "Excluded Outages").

j. In the event that emergency maintenance is required, Cologix will not be obligated to provide advance notice to Customer but shall notify Customer as soon as reasonably possible.

8. **Customer Non-Interference; Indemnification.** Without limiting anything set forth in Section 7 hereof, Cologix shall not be responsible for acts or omissions of Customer or its employees, agents, contractors or representatives that result in failure of, or disruption to, the Services unless such acts or omissions were done in accordance with instructions given to Customer by Cologix. Customer agrees that neither Customer nor its employees, agents, contractors or representative shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures of Cologix relating to the Cologix facilities or any Cologix equipment. Any such attempts may, among other things, cause disruption to the Services. Customer will be responsible for, and will indemnify Cologix for, any damage or service interruptions caused by Customer or its employees, agents, contractors or representatives in violation of these provisions, including, without limitation, any damage to any Cologix provided equipment. Further, Customer will pay Cologix, at Cologix' then current remote hands rates, for all remedial services resulting from Customer's actions.

9. **Anti-Long Straw.** Customer acknowledges the investment Cologix has made in its carrier neutral meet-me-rooms. In connection with the foregoing, Customer agrees that it shall not be permitted to utilize the network Services provided to Customer under this Schedule to transport connections to carriers within a Cologix meet-me-room to locations outside the Cologix facility for the sole purpose of direct third (3<sup>rd</sup>) party network resale or transfer to another party that is not also physically present in the Cologix meet-me-room, in all events without the prior written approval of a Cologix executive. If Customer breaches this Section 9, Cologix shall have the right to immediately suspend the network Services that are the cause of such breach.

IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized representatives.

COLOGIX:

(Signature)

(Name)

(Title)

(Date)

CUSTOMER:

(Signature)

(Name)

(Title)

(Date)