

**SERVICE LEVEL AGREEMENT (ONLINE VERSION: 31 MAY 2017 – 1 SEPT 2019)**

This Service Level Agreement (the “SLA”) governs the use of all products and services (collectively, the “Services”) offered by Cogeco Peer 1 (“Cogeco Peer 1”), its parent company, and their affiliates and subsidiaries to its customers (“you” or “Customer”). Defined terms will have the meaning given to them in the Cogeco Peer 1 Master Services Agreement or as set out in the last section of this document.

Cogeco Peer 1 is committed to providing services to you at a standard of excellence commensurate with the best practice in the industry. The following service levels are designed to assure you of ultimate performance and maximal uptime. Each service level specifies the Service it is applicable to, the service level that applies, and how service credits are calculated for each service.

All Service Levels are subject to the exclusions specified in the sections entitled ‘Exceptions’ and ‘Claiming Credits & Limitations’.

**POWER AND HVAC AVAILABILITY**

SERVICE	SERVICE LEVEL	CREDIT
Managed and Dedicated Services	Cogeco Peer 1 guarantees that its power and HVAC systems will be available 100% of the time in a given month.	Five percent (5%) of the Net MRC for each hour (or fraction thereof) of Downtime.
Colocation Services		
Mission Critical Cloud	see Mission Critical Cloud Service Levels.	
On Demand Services	See On Demand Service Levels.	

**REPLACEMENT GUARANTEE**

Managed, Dedicated and On Demand Services	Cogeco Peer 1 guarantees the functioning of all Hardware <sup>[1]</sup> , and will replace or repair any failed component at no cost to you within 1 hour of Cogeco Peer 1’s identification of the failed hardware (the “Replacement Guarantee”). <sup>[2]</sup>	Five percent (5%) of the Net MRC for each hour (or fraction thereof) of Downtime over the stated service level.
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1. Excludes Cogeco Peer 1’s Storage Area Networks (SANs), which are subject to the section entitled ‘SAN repair and replacement’, as well as non-standard products and EOL product lines.

2. The Replacement Guarantee does not include the time required to rebuild a RAID array or the reload of the operating systems and applications, or changes to hardware during Maintenance, as defined below.

**SAN REPAIR AND REPLACEMENT**

In the unlikely event of a SAN hardware failure, Cogeco Peer 1 will have a technical specialist and necessary parts on site to begin repairs within 4 hours of receipt of your trouble ticket concerning the issue and Cogeco Peer 1’s identification of the problem. Customer shall be entitled to a service credit of 5% of the Net MRC for each further hour of delay in commencing work to repair the affected hardware.

## NETWORK UPTIME

Dedicated and Managed Services	100% uninterrupted transit from Cogeco Peer 1's Network to the internet.	Five percent (5%) of the Net MRC for each hour (or fraction thereof) of Downtime.
Colocation Services	100% uninterrupted transit from Cogeco Peer 1's Network to the internet.	In respect of the first cumulative hour of Downtime in a calendar month, Customer will receive a Service Credit equivalent to one day of Customer's pro-rated Net MRC for that month. For each additional hour of Downtime thereafter, Customer will receive a Service Credit equivalent to one day of Customer's pro-rated Net-MRC for internet connectivity charges for that month.
Mission Critical Cloud	see Mission Critical Cloud Service Levels.	
On Demand Services	see On Demand Service Levels.	
Bandwidth Only Services (non-Colocation)	Cogeco Peer 1 will provide a minimum 99.7% uninterrupted transit to the internet (as measured on a monthly basis).	For each hour of Downtime beyond the 99.7% minimum in any one calendar month, Customer will receive a refund equivalent to one day of Customer's pro-rated Net MRC for that month.

## NETWORK STANDARDS

Cogeco Peer 1 will take all reasonable measures to ensure all Customer traffic reaches its destination in a timely fashion comparable and within reason to any other carrier in the area. These measures include the manipulation of routing tables so as to direct traffic to the Internet using its best possible upstream link.

## MISSION CRITICAL CLOUD SERVICE LEVELS

<b>Network:</b> 100% uninterrupted transit from Cogeco Peer 1's Network to the internet.	For any instance of Downtime in excess of 15 minutes over the specified service level, Cogeco Peer 1 will issue a Service Credit equal to five percent (5%) of the Net MRC for the affected configuration for each half hour (or fraction thereof) of Downtime.
<b>Control Panel and API:</b> Cogeco Peer 1 will maintain an availability of 99.999% (over each billing period) in respect of the Control Panel and API.	
<b>Virtual Servers:</b> Individual servers will deliver 99.999% uptime (over each billing period) as monitored within the Cogeco Peer 1 Network monitoring systems.	
<b>Cloud Storage:</b> Cogeco Peer 1 will deliver a 99.99% uptime (over each billing period) on Cloud Storage.	

*\*The minimum period of Downtime eligible for a credit with respect to Mission Critical Cloud Services is 15 minutes. Shorter periods will not be aggregated.*

## ON DEMAND SERVICE LEVELS

<b>Network:</b> 100% uninterrupted transit from Cogeco Peer	For any instance of Downtime in excess of 30
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1's Network to the internet.	minutes over the specified service level, Cogeco Peer 1 will issue a Service Credit equal to five percent (5%) of the Net MRC for the affected configuration for each half hour (or fraction thereof) of Downtime.
<b>Control Panel and API:</b> Cogeco Peer 1 will maintain an availability of 99.9886% (over each billing period) in respect of the Control Panel and API.	
<b>Virtual Servers:</b> Individual servers will deliver 99.9943% uptime (over each billing period) as monitored within the Peer 1 Network monitoring systems.	

*\*The minimum period of Downtime eligible for a credit with respect to On Demand Services is 30 minutes. Shorter periods will not be aggregated.*

### EXCEPTIONS

You will not be entitled to any Service Credit under this Service Level Agreement where the Downtime or Unavailability is caused by any of the following: (i) maintenance; (ii) suspension or termination of your Services in accordance with the terms of Cogeco Peer 1's Master Services Agreement (iii) application, software, or operating system fault or failure; (iv) denial of service attack, hacker activity, or other malicious event or code targeted against Cogeco Peer 1 or a Cogeco Peer 1 customer (irrespective of DDoS mitigation services provided by Cogeco Peer 1); (vi) with respect to Cloud Services, outages to the Control Panel or API; and (vii) failure of any network or internet infrastructure or technology outside Cogeco Peer 1's Network.

### CLAIMING CREDITS AND LIMITATIONS

The following terms apply to all claims for Service Credits:

- (a) Customer must open a Cogeco Peer 1 trouble ticket in respect of all Downtime experienced, together with supporting details, to be eligible for a Service Credit. Downtime will be measured from the time Customer opens a Cogeco Peer 1 trouble ticket.
- (b) If you believe you have not been issued correctly with a Service Credit you must submit a ticket within 14 days of the applicable Downtime.
- (c) Downtime or Unavailability is measured from the time the applicable trouble ticket is received and the Downtime or Unavailability is validated by Cogeco Peer 1 using its internal monitoring tools to the time Cogeco Peer 1 resolves the issue.
- (d) Customers may not receive more than one Service Credit per affected configuration per incident and in no event will you receive greater than one month's Net MRC in Service Credits for any given month regardless of the number of incidents.
- (e) You must be a Cogeco Peer 1 customer in good standing to receive a Service Credit; no Service Credit will be applied to accounts that are past-due or for accounts that are suspended or cancelled before the conditions for payment of the Service Credit are met. Service Credits will not be applied against past due balances.
- (f) Upon cancellation or termination of your account, any outstanding or previously accrued Service Credits will be forfeited. Service Credits will be applied against purchases or renewals for which payment is due after the date the Service Credit is applied.
- (g) The Service Credits described in this SLA will be your exclusive remedy and Cogeco Peer 1's entire liability for any breach of any warranty of performance or service contained in this SLA.

### DEFINED TERMS

**"Downtime"** in respect of an affected configuration or Service, means such service is unavailable because one of the following:

- (a) the Cogeco Peer 1 power systems are not available ("**Power Failure**");
- (b) a Hardware failure;
- (c) an inability to transmit from, or receive data over, the Cogeco Peer 1 Network ("**Network Failure**"); or

(d) in respect of Cloud Services:

- i. a failure of a Virtual Server which is due to a known problem in the hardware or hypervisor layers, including power interruptions, hardware problems (such as failures to a hard drive or power supply) and failures to the hypervisor environment, but excluding failures in Customer's operating system or other software on Customer's Virtual Server: or
- ii. an inability to retrieve data from a Cloud Storage service,

in each case due to a failure caused by a Power Failure, or problems caused by Hardware failure or Network failure.

**"Hardware"** means the processor(s), RAM, hard disk(s), motherboard, NIC card, servers, CPUs, cabling and associated server hardware listed in the Service and/or the applicable Order together with firewalls, load balancers and storage area networks listed in the Service and/or the applicable and other related hardware used to provide the Services.

**"Maintenance"** means Scheduled Maintenance or Emergency Maintenance undertaken by Cogeco Peer 1. **"Scheduled Maintenance"** means any maintenance in the Cogeco Peer 1 data center of which you are notified at least 7 days in advance. **"Emergency Maintenance"** means any maintenance in the Cogeco Peer 1 data center that: (i) in Cogeco Peer 1's sole discretion is necessary to avoid an immediate threat to the Cogeco Peer 1 data center or a Customer Service; and (ii) of which you are notified.

**"Net MRC"** means: (i) in respect of hosting services, the monthly recurring charge for the affected hosting Service for the configuration experiencing the issue, but excluding any add-on or optional Services which are not included as part of the standard hosting plan but are included as part of such customer's monthly recurring charge. In respect of Cloud Services, your Net MRC will be based on your previous month's usage for the affected Service where applicable or, alternatively, your average usage for the affected Service being pro-rated; (ii) in respect of all other Services, the monthly recurring charge for the affected Service.

**"Cogeco Peer 1 Network"** means all network equipment and cabling extending from the connection of your network access device for your hosting solution up to the uplink port on Cogeco Peer 1's designated border routers that connect to our Transit and Peering Providers.