

PRIMEXM CONNECTIVITY (CROSS-CONNECTS)
SERVICE LEVEL AGREEMENT

1. OBJECT OF THE AGREEMENT

This SLA is to define the performance levels of the provision of Services by PrimeXM and specify available remedies to the Client if PrimeXM fails to achieve these levels as specified below. This SLA will be read in conjunction with the PrimeXM Connectivity (Cross-Connects) Agreement and the PrimeXM Cross-Connects Terms and Conditions for the provision of access to Services.

2. INTERPRETATION AND DEFINITIONS

2.1. All capitalised terms used herein shall have the meanings set out in the PrimeXM Connectivity (Cross-Connects) Agreement and the PrimeXM Cross-Connects Terms and Conditions. In addition, the following terms apply:

<i>Available Time Frame</i>	means the time frame which starts on Sunday at 15:00:00 and ends on Friday at 17:00:00, Eastern Time, during which this SLA applies as to the availability of the Services.
<i>Downtime</i>	means the duration of downtime measured in minutes that the Services are technically unavailable within a calendar month during the Available Time Frame.
<i>Emergency Issue</i>	means any issue that causes Downtime or that renders continued use of the Services either impossible or seriously impractical.
<i>Non-urgent Queries</i>	mean requests for configuration changes to the Client's setup, service issues and other similar queries.
<i>Service Credit</i>	means the percentage of the Monthly Fees credited to the Client.
<i>Services</i>	mean the services provided by PrimeXM to the Client in relation to the Agreement.

3. PREREQUISITES AND SCOPE

- 3.1. This SLA will apply and shall be binding upon PrimeXM provided that:
 - 3.1.1. The Client is in compliance with the Agreement and all issued invoices are fully settled by the Client; and
 - 3.1.2. all contact information about the Client is up to date.
- 3.2. This SLA shall only apply, as to the availability of the Services, during the Available Time Frame.

4. SERVICE LEVELS OF AVAILABILITY

4.1. Services Availability
The monthly Services availability shall be calculated using the following formula:

$$\frac{\text{Total number of minutes in a month based on Available Time Frame} - \text{Downtime}}{\text{Total number of minutes in a month based on Available Time Frame}} \times 100$$

- 4.2. Service Credit
 - 4.2.1. The Client shall be entitled to a Service Credit equal to 5% of the Monthly Fees (as per the existing, at the time of the Downtime, set up) if the Services availability falls below 99.9% on the basis of the above formula.
 - 4.2.2. Moreover, the Client shall be entitled to an additional Service Credit equal to 5% of the Monthly Fees for every 0.1% that the Services availability falls below 99.9% on the basis of the above formula.

- 4.2.3. The maximum of the Service Credit in any given month shall be 50% of the Monthly Fees and shall be valid only once.
- 4.2.4. The Service Credit set forth in this clause are the Client's sole remedy for the failure of PrimeXM to maintain the availability of the Services equal to or above 99.9%.
- 4.2.5. Service Credits apply to outstanding or future invoices only and are forfeit upon termination of the Agreement.
- 4.2.6. PrimeXM is not required to issue refunds or to make payments against Service Credits under any circumstances, including without limitation termination of the Agreement.
- 4.2.7. The Client shall not be entitled to Service Credit if:
 - 4.2.7.1. The Downtime is owed to: *Force Majeure*, maintenance (as per below clause), Client's fault, acts or omissions outside PrimeXM's reasonable control; or
 - 4.2.7.2. The Client did not request a Service Credit in writing by the end of the calendar month following the month within which the Services availability fell below 99.9%.
PrimeXM will evaluate all information reasonably available to it and determine in good faith of whether a Service Credit is owed.
- 4.2.8. In the event of an Emergency Issue, the Client must inform PrimeXM as soon as the Emergency Issue is detected. Failure on behalf of the Client to inform promptly does not entitle the Client to Service Credit for Downtime before the Emergency Issue is communicated.

4.3. Maintenance

- 4.3.1. The Client hereby acknowledges and agrees that PrimeXM reserves the right to temporarily suspend the Services for the purposes of maintaining, repairing, or upgrading its systems and network. PrimeXM will always, to its best efforts, perform maintenance during the following time window: Friday 17:00:01 to Sunday 14:59:59 Eastern Time.
Without prejudice to the above right, PrimeXM may, provided it deems so necessary, temporarily suspend the Services for the purposes of maintaining, repairing, or upgrading its systems and network, within the time window starting ten (10) minutes before and finishing ten (10) minutes after 17:00 Eastern Time.
- 4.3.2. Additionally, PrimeXM will always, to its best efforts, notify the Client in a timely manner of any pending maintenance. However, PrimeXM will, at no time be under any obligation to strictly adhere to the specified maintenance window or to inform the Client of such maintenance, especially in situations of emergency maintenance. For the avoidance of any doubt, any downtime due to maintenance will not count as Downtime.

5. GENERAL

- 5.1. PrimeXM will use reasonable endeavours to assist and accommodate Client's requests pertaining to the configuration and setup of the Services and to diagnose and resolve any matter over unavailability or inaccessibility of the Services, or any other technical problem which causes problems to the provision of the Services.
- 5.2. PrimeXM does not have any obligation in assisting with troubleshooting any kind of issue related to the application level and/or software.
- 5.3. PrimeXM shall not be held responsible for any failure in the physical media (including cabling and infrastructure) that Equinix (as the datacentre operator) uses for the cross-connects and the end-points of the cross-connects.

6. SUPPORT CONTACT PROCEDURE

6.1. Standard Support Contact Procedure

For any Non-urgent Queries, the Client must follow the below procedure:

- 6.1.1. Email to support@primexm.com providing detailed information regarding the Client's query.
- 6.1.2. Client's account manager must be cc'd in order to make him aware of the request.

For up to date contact information, always consult PrimeXM's website: <https://primexm.com/contact>.
It is very important to bundle requests, in order to ensure that they are handled efficiently on PrimeXM's side.

6.2. Emergency Support Contact Procedure

For Emergency Issues, the Client must follow the emergency procedure outlined on our website:
<https://primexm.com/contact>.

7. SLA MODIFICATIONS

PrimeXM may modify this SLA by providing a thirty (30) days' written notice to the Client, provided no such modification may materially degrade the provision of Services.