

### III. DATA CENTER COLOCATION SERVICES

This Data Center Colocation Services schedule describes the nature of the Data Center Colocation Service (“Services”) offered by WIN, LLC to Customer. The terms, conditions, requirements, and specifications herein may be revised from time-to-time.

#### 1. COLOCATION SERVICES

**1.01** *Data Center Facilities.* Colocation services will be delivered in the data center facility further identified on the Service Request (“Data Center Facility”). The Data Center Facility will be appropriate, secure, and environmentally-controlled.

- Data Center Facility Configuration. Colocation services will be provided in a contiguous space in a single, locked, and secure cabinet (or cabinets) dedicated to Customer (“Customer Space”). WIN cannot guarantee contiguous Customer Space within a cabinet or cabinet placement for subsequent equipment additions unless Customer notifies WIN prior to the effective date of the Service Initial Term and agrees to pay a commensurate reservation fee.
- Use of Data Center Facility. WIN grants Customer the right and non-exclusive license to occupy the Customer Space identified in the Service Request during the Service Term, solely for the purpose of installing, operating, and maintaining Customer’s equipment in the Customer Space. Customer acknowledges that it does not have, and has not been granted, any real property interest in the Customer Space(s), Data Center Facility(s), or any other WIN property. Customer shall not make or arrange for any interconnection within the Data Center Facility or Customer Space to any other party or facility without WIN’s written consent. Notwithstanding anything to the contrary herein, Customer shall not transport cross-connects to locations outside the Data Center Facility for resale or to another party that is not also physically present in the WIN meet-me-room. Customer will ensure that its officers, employees, technicians, agents, representatives, and contractors who are involved in the installation, operation, maintenance, and removal of the Customer equipment, or who are granted access to the Data Center Facility and/or Customer Space, comply with WIN’s Colocation Rules and Policies.
- Access to Data Center Facility. Customer must obtain proper WIN authorization and be accompanied by a WIN representative prior to accessing any area within a Data Center Facility. Failure to do so constitutes a material breach of the Agreement and may result in immediate termination of Customer’s Services. Only those individuals authorized in writing by Customer may access the Data Center Facility. Prior to any access to a Data Center Facility, Customer shall complete and submit to WIN for approval a WIN Data Center Facility Authorization Form listing the individuals authorized to access the Customer Space. Customer and its authorized representatives shall not allow any persons

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not denoted on an approved WIN Data Center Facility Authorization Form to have access to or enter the Data Center Facility. Notwithstanding WIN's authorization and escorted access to the Data Center Facility, Customer and its authorized representatives' access is limited to its respective Customer Space therein. Customer may request escorted access for itself or an authorized representative 24x7 by calling 1-866-206-2027.

WIN reserves the right to open, inspect, disconnect, and recover Customer equipment that is overheating, smoking, or otherwise potentially damaging to any property within the Data Center Facility.

- Equipment, Cabling, Wiring, Cross-connections, and Installation. Each piece of equipment installed in a Data Center Facility must be clearly labeled with Customer's name (or code name provided in writing to WIN), and individual component identification. Each connection to and from a piece of Customer equipment shall be clearly labeled with Customer's name (or code name provided in writing to WIN), and the starting and ending point of the connection. Customer is responsible for all Customer equipment. Customer equipment must be configured and at all times in compliance with the manufacturer's specifications, including power outlet, power consumption, and clearance requirements. Customer must provide WIN with at least 24 hours prior notice any time it intends to connect or disconnect any Customer equipment. Customer shall not place any hardware or other Customer Equipment in the Data Center Facility that has not been identified in writing to WIN.

WIN cable routes are reserved for WIN use only. If Customer has cross-connect requirements between any other locations or cabinets in the Data Center Facility outside of Customer Space, Customer shall submit cross-connect orders to the WIN representative and if approved, may incur an additional charge. Cross-connections to third parties are permitted only upon written consent of WIN and will incur an additional charge.

- Power Supply. Data Center Facilities are equipped with standard conditioned, protected power provided to the System via two (2) - 30-amp, dual 120/208 VAC PDUs. Power is UPS-protected, including diesel generator backup.

**1.02**      *Remote Hands On-Site Technical Support.* Upon Customer request WIN may, in its sole discretion, perform various "Remote Hands" tasks on Customer's equipment. Remote Hands services will be billed to customer in 15-minute increments at WIN's then-current rate. Typical activities may include, without limitation or obligation, rebooting or power-cycling Customer equipment; visual reporting on status indicators; and testing, swapping, or reseating cables. WIN will not be liable for any losses or damages whatsoever resulting from Remote Hands services, and will have no liability with respect to any shipment from Customer (or a third party on behalf of, or for, Customer) that is received and/or stored by WIN on Customer's behalf, regardless of the cause of any damage thereto. Any receiving

and/or handling of packages or equipment by WIN is for convenience to Customer only, and Customer must provide their own insurance for any equipment being shipped, stored, or otherwise located at WIN's Data Center Facilities.

## **2. CUSTOMER RULES AND RESPONSIBILITIES**

**2.01** Customer agrees to comply with all rules, policies, and procedures for the Data Center Facility. Customer is responsible for keeping its Customer Space clear and free of debris and refuse at all times.

- Customer Prohibitions. Customer and its representatives shall not:
  - 1) Breach or attempt to breach the security at a Data Center Facility;
  - 2) Misuse or abuse or otherwise interfere with any property or equipment of WIN, WIN's other customers, or another Third-Party;
  - 3) Harass any individual, including representatives of WIN and of other WIN customers;
  - 4) Engage in any activity that is in violation of the law or aids or assists any criminal activity;
  - 5) Permit any explosive, flammable, corrosive, combustible, or finely ground material or any hazardous or toxic materials to be located in or about the Data Center Facility; or
  - 6) Bring food or beverages, corrugated cardboard boxes, tobacco products, alcohol, illegal drugs, other intoxicants, magnetic or electromagnetic devices which could reasonably interfere with computer and telecommunications equipment, or photographic or recording equipment of any kind to the Data Center Facility.
- Customer Equipment Removal. Within five (5) business days of expiration or the earlier termination of the Agreement or any Service Request, Customer shall remove all of its equipment and other personal property (which shall include any hardware or software licensed by Customer from a Third-Party) ("Customer Equipment") from the Data Center Facility. If Customer fails to remove the Customer Equipment, WIN may, without prior notice to Customer, disconnect, remove, and dispose of Customer's Equipment at Customer's expense.

## **3. MAINTENANCE**

Customer may contact WIN for maintenance and service-related issues in accordance with the WIN Maintenance and Repair Contact Escalation List. Customer shall designate a maintenance and service-related contact on the applicable Service Request.

**3.01** *Preventative Maintenance:* "Preventative Maintenance" refers to upgrades and/or routine maintenance or necessary alteration/repair of hardware or software. Preventative Maintenance may temporarily degrade the quality of the Service, including possible interruption of communications transmission capacity. Preventative maintenance shall be

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undertaken between the hours of 12:00 a.m. to 6:00 a.m. Central time. WIN will provide Customer at least five (5) days' prior notice of Preventative Maintenance.

**3.02**      *Demand Maintenance:* "Demand Maintenance" is work necessary to restore service to one or more Services and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. WIN may undertake Demand Maintenance immediately. WIN shall provide notice of Demand Maintenance as soon as is commercially practicable under the circumstances.

**3.03**      *Emergency Maintenance or Repair:* "Emergency Maintenance" is repair work not reasonably anticipated but which requires immediate action to correct conditions that are likely to cause an interruption in Service. Emergency Maintenance may degrade the quality of or cause interruptions in the Service(s). WIN may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance. WIN shall provide notice of Emergency Maintenance as soon as is commercially practicable under the circumstances, but when reasonably possible, will provide twenty-four (24) hours advance notice. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time and, in all events, Customer will take necessary steps to notify its key personnel in order for WIN to correct or repair the affected area.

#### **4. SERVICE LEVEL AGREEMENT FOR DATA CENTER COLOCATION**

This Service Level Agreement ("SLA") sets forth the terms upon which Customer may be eligible for service credits if the Service does not meet the metrics set forth herein.

**4.01**      *Definitions.* In addition to terms defined in the Agreement, the following terms shall have the meanings set forth below. In the event of any conflict between the terms of this Exhibit and the terms of the Agreement, the Exhibit will control.

- Power Availability. Power availability means the ratio, expressed as a percentage, of time power was available at the busway of the power distribution unit (PDU) within a cabinet to the total time within the calendar month.

$$\begin{array}{lcl} \text{Availability} & & \frac{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days}) - \text{Power Outage time (minutes)}}{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days})} \\ \text{(w/in a calendar month)} & = & \end{array}$$

Where N = the number of calendar days in the month.

- Power Outage. "Power Outage" is the period of time, measured in minutes, when power was not available at the busway of the power distribution unit (PDU) within a cabinet.
- Cabinet Temperature. "Cabinet Temperature" is the temperature, measured in

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degrees Fahrenheit, at the level of the 28th rack unit within each Customer cabinet.

- **Power Circuit Threshold.** The “Power Circuit Threshold” is ten percent (10%) above the estimated power consumption based on the per cabinet monthly power consumption estimate for each cabinet as provided on the Service Request and averaged over the aggregate of all Customer cabinets in the Data Center.

**4.02 Availability.** Power Availability will be monitored for each Customer cabinet. Service level credits shall be determined individually for each Customer cabinet by multiplying the applicable percentage from the following table by the monthly recurring rate for the impacted Customer cabinet.

<b>POWER AVAILABILITY</b>			
<b>Actual Services Availability</b> <i>(measured over a calendar month)</i>	<b>Redundant Power Credit*</b> <b>(Eau Claire Location)</b>	<b>Non-Redundant Power Credit+</b> <b>(Eau Claire Location)</b>	<b>Non-Redundant Power Credit+</b> <b>(Green Bay Location)</b>
100%	No Credit	No Credit	No Credit
Equal to or greater than 99.999% but less than 100%	10%	No Credit	No Credit
Equal to or greater than 99.9% but less than 99.999%	20%	10%	
Equal to or greater than 99% but less than 99.9%	30%	20%	
Less than 99%	100%	30%	
<p><b>*Redundant Power Credit</b> applies to cabinets containing only equipment with redundant power supplies and connected to both the A and B sides of the PDU.</p> <p><b>+Non-Redundant Power Credit</b> applies to cabinets containing any equipment with non-redundant power supplies or equipment only connected to the A or B side of the PDU.</p>			

**4.03 Cabinet Temperature.** WIN will maintain cabinet temperature at or below 80 degrees Fahrenheit. Cabinet temperature will be monitored for each Customer cabinet. If WIN fails to meet this guarantee, Service level credits shall be determined individually for

each Customer cabinet by multiplying the applicable percentage from the following table by the monthly recurring rate for the impacted Customer cabinet.

<b>CABINET TEMPERATURE</b>		
<b>Maximum Temperature</b>	<b>Time Temperature Exceeds Maximum</b>	<b>SLA Credit (% of MRC)</b>
<i>80°Fahrenheit</i>	>15 but < 60 continuous minutes	10%
<i>80°Fahrenheit</i>	> 60 continuous minutes	20%

**4.04** *SLA Credit Process.* SLA Credits will be evaluated and calculated independently for each potential credit event. Approved credits will be applied on the billing cycle following the date WIN notifies Customer of its credit determination. To be eligible to receive SLA credits, Customer must:

- Report suspected credit event to the WIN Network Management Center (NMC) and open trouble ticket; and
- Request an SLA credit in writing within seven (7) calendar days of occurrence of an alleged Outage.

**4.05** *Maximum Service SLA Credits.* In any calendar month, service level credits provided to Customer for any reason shall not exceed one month's monthly-recurring charges for all impacted cabinets.

**4.06** *Exclusions.* The following conditions are specifically excluded from coverage under this SLA:

- Scheduled maintenance;
- Service outages attributable to Customer premises equipment, Customer premises cabling, or Customer premises power problems;
- Force Majeure events;
- Outages of less than one minute;
- Time attributed to Customer's delay in responding to requests for assistance and/or access to repair an outage;
- Networks not controlled by WIN;
- Customer's power draw on any power circuit in excess of the Power Circuit Threshold; and
- Customer's violation of the Data Center Colocation Rules and Policies, as amended.