

## CORE SERVICES AND SERVICE CREDITS - SLA

- a) Core Services are power and cooling services in relation to the collocation service. This schedule ensures that these criteria is provided as promised within the agreement and service credits issued if they are not provided properly.
- b) The Customer shall notify Telehouse Istanbul as soon as it becomes aware of a fault in any Core Service. Telehouse Istanbul will then initiate a Trouble Ticket in relation to that fault.
- c) If the restoration of the Core Service is not achieved within the Service Levels given below from the initiation of the Trouble Ticket until complete restoration of the Core Service, the Customer shall make a claim in writing to Telehouse Istanbul within ten (10) days of the initiation of such Trouble Ticket setting out the amount claimed in accordance with the Service Levels set out below and Telehouse Istanbul will (subject to paragraph (d) below) be liable to the Customer for the relevant Service Credit.
- d) In the event that in any calendar month a single incident affects two or more Core Services at the same time and as a result the Service Levels for two or more Core Services are breached, Service Credits shall only be paid in respect of the Core Service for which the single greatest amount is payable subject to the provisions of paragraph (d) below. For the avoidance of doubt, Service Credits shall apply solely in relation to the Core Services.
- e) Telehouse Istanbul shall not be liable to pay Service Credits where:
  - (i) the breach of the Service Level is the fault of the Customer or its Equipment; or
  - (ii) where the restoration of the Core Service is not possible due to the fault of the Customer or its Equipment; or
  - (iii) where the Customer does not notify Telehouse Istanbul of the fault pursuant to paragraph (a) above and/or does not make a claim in writing to Telehouse Istanbul within ten (10) days of initiation of the relevant Trouble Ticket in accordance with paragraph (b) above.
- f) Service Credits are calculated on a per incident basis where the relevant Core Service is not available for the periods set out below for each Core Service measured as a percentage of availability over a calendar month. For the avoidance of doubt, Service Credits are not calculated on a cumulative basis and incidents of outage are not aggregated. If the threshold for the payment of Service Credits in respect of the relevant Core Service is not reached then the period of unavailability will be disregarded.
- g) The maximum Service Credit Telehouse Istanbul shall be liable to pay the Customer and the limit of Telehouse Istanbul's liability in respect of all incidents occurring during a single calendar month is one Service Credit Unit. Telehouse Istanbul's maximum aggregate liability to pay Service Credits to the Customer under this **Schedule 4** in any Year is limited to three (3) Service Credit Units.
- h) Where Service Credits are due to the Customer, Telehouse Istanbul will credit these against the next monthly invoice for the Telehouse Istanbul Rackspace Fee. In the event of termination of the Agreement, Telehouse Istanbul will pay the applicable Service Credit to the Customer.
- i) Reference in this Schedule to "Service Credit Unit" shall mean monthly rackspace fee.
- j) Availability is calculated on the basis of an average number of hours and minutes per month derived by dividing the total hours and minutes in a year (based on 365 days) by 12 and, where the Commencement Date is not the first day of a calendar month or the Agreement is terminated on a day other than the last day of a calendar month, availability will be calculated on a pro rata basis by reference to the period from the Commencement Date until the end of the relevant calendar month or the period from the start of the relevant calendar month until the date of termination respectively.

### POWER CORE SERVICE LEVELS

Unless stated to the contrary in **Schedule 1** all Footprints have two single power feeds.

#### **Service Level applicable for Locations with double power feed only, where power provision is backed up by UPS and generators**

Power will be provided and maintained in accordance with the following specification:

- Clean power supply for each Footprint backed up by UPS and generators.

Where a single incident results in a power outage which if measured as a percentage of availability over an average calendar month falls below 99.9%, the Customer will be entitled to a Service Credit, as follows:

Impact of Incident on average monthly Power Availability	Service Credits as % of the Service Credit Unit
100% - 99.9% (unavailability of less than 43 mins 47 secs)	No Service Credit
> 99.90% - 99.50% (unavailability of more than 43 mins 47 secs)	10%
> 99.5% - 99.00% (unavailability of more than 3 hrs 38 mins 53 secs)	25%
Availability of less than 99% (unavailability of more than 7hrs 17 mins 46 secs)	100%

### TEMPERATURE CORE SERVICE LEVELS

Unless stated to the contrary in **Schedule 1** all Footprints / Footprints (Non-Standard) and Quarter Racks have a single cooling feed only.

## CORE SERVICES AND SERVICE CREDITS - SLA

### Service Level applicable for customers with an N + 1 cooling feed

Temperature will be maintained in accordance with the specification:

- 24°C + 2 /-2°C against a maximum outside temperature which is no higher than 35°C and a minimum outside temperature which is no lower than -5°C. For the avoidance of doubt, if at the time the Service Levels are breached the maximum outside temperature exceeds 35°C or the minimum outside temperature is lower than -5°C, Telehouse Istanbul will not be liable to pay the Customer Service Credits.

Where a single incident results in temperature availability being outside the specification which if measured as a percentage of availability over an average calendar month falls below 99.95%, the Customer will be entitled to a Service Credit, as follows:

<b>Impact of Incident on average monthly Temperature Availability</b>	<b>Service Credits as % of the Service Credit Unit</b>
100% - 99.95% (unavailability of less than 21 mins 53 secs)	No Service Credit
> 99.95% - 99.50% (unavailability of more than 21 mins 53 secs)	10%
> 99.50% - 99.00% (unavailability of more than 3 hrs 38 mins 53 secs)	25%
Availability of less than 99.00% (unavailability of more than 7 hrs 17 mins 46 secs)	100%

### **Worked Example:**

If the Location has a single or double power feed only and a single cooling feed only and on separate occasions during a single calendar month during the term of the Agreement the following faults occur:

- (i) a power outage lasting 75 minutes; and
- (ii) a power outage of 75 minutes which also results in the temperature being outside the specified range for a period of 6 hours; and
- (iii) a failure of the cooling system leading to the temperature being outside the specified range for a period of 50 minutes

then the following Service Credits will be credited against the next Quarterly invoice of the Annual Telehouse Istanbul Fee and will be calculated as follows based on 43,776 minutes per month (i.e. 365 days/12 = 30.4 days per month x 24 hours = 729.6 hours per month x 60 minutes = 43,776 minutes per month as provided under paragraph i) of the preamble of **Schedule 4**):

- (I)  $(43,776 - 75) / 43,776 \times 100 = 99.82\% \rightarrow 10\%$  of the Service Credit Unit (since the percentage availability is between less than 99.90% and 99.50%)
- (II)  $(43,776 - 75) / 43,776 \times 100 = 99.82\% \rightarrow 10\%$  of the Service Credit Unit (since the percentage availability is between less than 99.90% and 99.50%)  
 $(43,776 - (6 \times 60)) / 43,776 \times 100 = 99.17\% \rightarrow 25\%$  of the Service Credit Unit (since the temperature availability is between less than 99.50% and 99.00% resulting in a greater payment than in respect of the power outage (only 10%) and therefore under paragraph c) the greater amount is payable)
- (III)  $(43,776 - 50) / 43,776 \times 100 = 99.88\% \rightarrow 0\%$  of the Service Credit Unit (since the percentage availability is above 99.80%). The power outage which affected the temperature referred to at (ii) was a separate incident and under paragraph e), periods of unavailability are not aggregated.

**Total: 35%** (i.e. 10% + 25% + 0%) **of the Service Credit Unit**