

BLUEBIRD DATA CENTER SERVICE DESCRIPTION

This Bluebird Data Center Service Description (“Data Center Service Description”) governs the relationship between Bluebird Network, LLC, (“Bluebird”) and a Customer purchasing Services as set forth on a Service Order (“Customer”), (each a “Party” and collectively the “Parties”).

1. Services. This Data Center Service Description shall govern the relationship between the Parties solely as it relates to Services offered by Bluebird Underground, LLC or Bluebird Quad Cities, LLC. Bluebird shall provide Services to Customer as set forth on a Service Order entered into between the Parties. Upon expiration of the initial term, the Service shall automatically renew on a month-to-month basis until the Service terminates in accordance with the terms of the Agreement with a three percent (3%) increase.
2. Customer shall not directly or indirectly interconnect utilizing wired, wireless, or other technologies, to any other customer Cabinet, Custom Space or carrier without the prior written approval of Bluebird.
3. Electrical. Infrastructure charge includes the powering and cooling of the Customer’s equipment. Customer’s total usage shall be charged as described in a Service Order under Infrastructure Rate, and as adjusted.
4. Bluebird Default. (i) In the event of a Chronic Problem, Customer, upon thirty (30) days written notice to Bluebird, may terminate this Data Center Service Description, regardless of any term remaining without penalty or liability associated with such termination. (ii) If Bluebird fails to restore the power availability guarantee as detailed in Section 6(A) within forty-eight (48) hours following an outage, Customer may terminate this Data Center Service Description by giving thirty (30) days’ written notice to Bluebird within five (5) days after the occurrence. Failure to give such notice shall waive Customer’s right to terminate for that Service Interruption. This remedy shall not apply to the extent the power outage is caused by Customer.
5. This Data Center Service Description shall be governed by the laws of the state of Missouri and the venue for any action arising out of this Agreement shall be Jackson County, Missouri.
6. Service Level Agreement. Bluebird will provide the Services in accordance with the below Service Level Agreement.

Service Level Agreement

If the Bluebird obligation is not met, the credit set forth below will be issued to Customer if requested and verified by Bluebird; except in the event Customer is a cryptocurrency miner, in which case no credits shall be given for any SLA deviation.

A violation shall begin upon the earlier of Bluebird’s actual knowledge of the violation or Bluebird’s receipt of notice from Customer of the violation. To receive credit if the obligations in this SLA have not been met, Customer must immediately contact Bluebird at 877.766.2662 and submit a written report with instances to DisputeResolution@Bluebirdnetwork.com within thirty (30) days of the end of the month for which credit is requested.

A. Power Availability Guarantee

Bluebird guarantees that power will be available to Customer’s cabinet(s) 100% of the time, measured over calendar month, when redundant A+B circuits are delivered; otherwise 99.99% for single circuit fed cabinets. Should Bluebird fail to meet the Power Availability Guarantee, Bluebird, upon Customer’s request, will credit Customer’s monthly invoice in accordance with the following credit schedule. The Power Availability Guarantee applies to the affected cabinet(s) only. A power outage shall begin when Customer loses complete power to a cabinet. A credit will not be issued if Customer experiences a power loss on one side of an A+B power configuration.

“A Side” (single circuit) SLA Schedule		“A + B Side” (dual circuit) SLA Schedule	
Length of Interruption	Credit Against Monthly Charges	Length of Interruption	Credit Against Monthly Charges
< 5 minutes	0%	< 5 minutes	5%
5 – 60 minutes	10%	5 – 60 minutes	25%
61 – 120 minutes	25%	61 – 120 minutes	50%
121 – 360 minutes	50%	121 – 360 minutes	100%
> 361 minutes	100%		

The 100% Power Availability Guarantee does not apply to non-redundant (“A side” power only) customers during announced temporary power outages due to scheduled maintenance windows or any Customer tripped breakers operating above 80% of the breaker rating.

B. HVAC Commitment

Bluebird will commit to maintain ~ over a 24-hour period ~ an average temperature of 65-78 degrees Fahrenheit at the outlet of cold aisles within the colocation area. However, temperatures may temporarily fluctuate in the range of 64 to 80 degrees Fahrenheit, and Bluebird does not commit to any temperature range inside cabinets. If Bluebird violates the HVAC Commitment in any twenty-four (24) hour period, Bluebird will credit Customer’s account for the actual time that Service was not in compliance with the HVAC Commitment. Bluebird reserves the right to modify the upper and lower limit for cold aisle temperatures in accordance with the latest ASHRAE recommendations for Datacom Equipment.

BLUEBIRD DATA CENTER SERVICE DESCRIPTION

Length of noncompliance	Credit Against Monthly Charges
30 – 60 minutes	10%
61 – 120 minutes	50%
121 – 360 minutes	100%

C. Relative Humidity Commitment

Bluebird will commit to maintain ~ over a 24-hour period ~ an average relative humidity within the colocation area that meets the currently published ASHRAE data center standards. However, operating percentages may temporarily fluctuate plus or minus 5 to 7 percent outside of the published standards and Bluebird does not commit to humidity percentages within specific cabinets. If Bluebird violates the Relative Humidity Commitment in any twenty- four (24) hour period, Bluebird will credit Customer’s account for the actual time that Service was not in compliance with the Relative Humidity Commitment. Bluebird reserves the right to modify the upper and lower limit for relative humidity in accordance with the latest ASHRAE recommendations for Datacom Equipment.

Length of noncompliance	Credit Against Monthly Charges
30 – 60 minutes	10%
61 – 120 minutes	50%
121 – 360 minutes	100%

D. Cross-Connect Availability Guarantee

Bluebird guarantees that cross-connects will be available to Customer 100% of the time after initial installation. Should Bluebird fail to meet the Cross-Connect Availability Guarantee, Bluebird, upon Customer's request, will credit Customer's monthly invoice in accordance with the following credit schedule. The Cross-Connect Availability Guarantee applies to the cross-connect for the affected circuit only and does not apply during related Event, Scheduled or Emergency Maintenance notifications.

Length of Interruption	Credit Against Monthly Charges
< 5 minutes	10%
5 – 60 minutes	25%
61 – 120 minutes	50%
121 – 360 minutes	100%

E. Uptime Availability

Where defined as a percentage, availability is based on the following:

Availability %	Downtime per Month
99.99%	5 minutes
99.95%	22 minutes
99.9%	44 minutes
99.5%	3.6 hours
99%	7.2 hours
96%	29 hours
95%	36 hours
90%	72 hours

F. Exceptions

Customer shall not receive a credit if the violation is due to or caused by:

1. Customer or others authorized by Customer to use the Services under the Agreement, or those parties' failure to follow Bluebird Procedures Manual – Customer Guidelines.
2. Actions or inactions of Customer (unless undertaken at the express direction of Bluebird) or third parties beyond the control of Bluebird.
3. A result of Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of Bluebird.
4. Event, Scheduled and Emergency Notification activities.
5. A force majeure event as defined in the Agreement.
6. Issues related to or caused by a third party’s network, hardware or facility or any third-party outages.

G. Event, Scheduled and Emergency Maintenance Notification

Event, scheduled and emergency maintenance notification policies are defined in the Bluebird Procedures Manual – Customer Guidelines, which is available at [www. Bluebirdnetwork.DataCenterServices/AgreementsandCustomerGuidelines](http://www.Bluebirdnetwork.DataCenterServices/AgreementsandCustomerGuidelines).

BLUEBIRD DATA CENTER SERVICE DESCRIPTION

H. Invoice Credit

Outage Credits shall be credited on Customer's next monthly invoice for the affected Colocation Service provided that in the event the Service Term of the affected Colocation Service expires or terminates prior to Customer's receipt of any and all credits, then Bluebird shall pay to Customer a dollar amount equal to the unused credits within thirty (30) calendar days of such expiration or termination.

I. Chronic Problems

A "Chronic Problem" will be deemed if more than three (3) violations of the service level guarantees outlined in this Data Center Service Description occur within any three (3) month period which are not caused by Customer.