



infinity internet

SERVICE LEVEL AGREEMENT

Network Availability Guarantee

Infinity Internet's network is guaranteed to be available and capable of forwarding IP packets 99.99% of the time, averaged over a calendar month. Infinity Internet's IP network includes the customer access port (the port on the Infinity Internet aggregation router upon which the customer's circuit terminates) and the Infinity Internet IP backbone network. The Infinity Internet IP backbone includes Infinity Internet owned and controlled routers and circuits, including any transit connections. Infinity Internet's Network Availability Guarantee does not include the customer's Local Area Network (LAN), local access circuit (e.g. local loop), scheduled and unscheduled maintenance events, Customer Premise Equipment (router or CPE), customer caused outages or disruptions, interconnections to or from and within other Internet Service Provider (ISP) networks, Infinity Internet dial-up, DSL or hosting services, and force majeure events. If the Network Availability Guarantee is not met in a calendar month, the customer is eligible to receive a credit up to 1/30th of the monthly service charge (MRC) for that month for each full hour of outage in excess of the 99.99% guaranteed under this SLA up to a maximum of one month's recurring charge.

Latency Guarantee

The Infinity Internet network (as defined in the previous section) is guaranteed to have an average round trip packet transit time within the Infinity Internet backbone network over a calendar month of 65ms or less. The average network latency is measured as the average of 5 minute samples taken throughout the month. The Infinity Internet Latency Guarantee does not include the customer's Local Area Network (LAN), local access circuit (e.g. local loop), scheduled and unscheduled maintenance events, Customer Premise Equipment (router or CPE), customer caused outages or disruptions, interconnections to or from and within other Internet Service Provider (ISP) networks, Infinity Internet dial-up, DSL or hosting services, and force majeure events. If the Latency Guarantee is not met in a calendar month, the customer is eligible to receive a credit up to 1/30th of the monthly service charge (MRC) for that month for each full 1ms above the 65ms average maximum guaranteed under this SLA up to a maximum of one month's recurring charge.

Packet Loss Guarantee

The Infinity Internet network is guaranteed to have a maximum average packet loss of 1 percent or less during any calendar month.

Credit Requests

Infinity Internet will offer credits outlined above should these guarantees not be met, subject to verification by Infinity Internet. Requests for credits must be in writing and received by Infinity Internet no later than seven days from the disruption in service as outlined in the guarantees above. Customers requesting credits must have opened a trouble ticket with the Infinity Internet Network Management Center (NMC) at the time of the incident. Please allow one week for credit requests to be adequately researched by Infinity Internet prior to posting to a customers' account. Total credits under this SLA are limited to the monthly service charge for the month in which the service does not meet the commitment. Concurrent events will not provide consecutive credits. Requests for credits may be mailed to Infinity Internet, 1101 S.E. Tech Center Drive, # 150, Vancouver, WA 98683 or faxed to 800-211-2764.