



Service Level Agreement

Metric	Availability	Network Latency	Packet Loss
Dedicated Internet Access	99.99%	30ms	<=0.1%
Transport – (PoP to PoP)	99.995%	30ms	<=0.1%
Data Center Power (UPS/Battery/Generator)	100%	N/A	N/A

Availability

123.Net guarantees that access to the Internet and core network nodes (PoP to PoP) shall be available 99.99% of the time in a given month. Network uptime includes all owned and operated Internet Protocol (IP) routing network infrastructure including switches, routers, and cabling. Transport means all transport services between 123.Net network nodes. Transport services shall be available 99.995% of the time in a given month.

If an Outage occurs, You will be eligible for a credit of MRCs for the affected circuit, equal to the following (“Outage Credit”):

Up to one hour = 1 Hr Credit

- > 60 minutes = 1 day Outage Credit aggregate duration of outages during a 30 day period
- > 8 hrs = 1 week Outage Credit aggregate duration of outages during a 30 day period
- > 18 hrs = 1 month Outage Credit

Packet Loss

123.Net guarantees 0.1% or less Packet Loss within our network. If Packet Loss exceeds 0.1% during a given month, You will be eligible for an Outage Credit equal to (1) one day of fees paid for bandwidth.

Network Latency

Network Latency is a monthly measure of the 123.Net network-wide delay within the network, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between all selected pairs of 123.Net Network Backbone Nodes. Specifically, the time it takes test packets to travel from one 123.Net Network Backbone Node

in a pair to another and back is measured for all selected pairs of 123.Net Business Network Backbone Nodes over a given month. Network Latency for the month is the average of all of these measurements. You shall be entitled to (1) one days Outage Credit of fees paid for bandwidth should 123.Net fail to meet aggregate Network Latency target during any calendar month.

Data Center Power

123.Net guarantees that electrical power will be available 100% of the time in a given month. If You experience an Outage You will be eligible for an Outage Credit equal to (1) one day of total monthly fees related to affected service.

General Terms Governing Outages.

Outages that are not caused by You, or during which 123.Net does not provide a satisfactory replacement Service, may be credited to You for the part of the Service that the Outage affects, subject to the Limitations on Outage Credit Allowances. An Outage period begins from the time Your Service is reported or is found to be out of Service. An Outage period ends when the Service, facility or circuit is operative. If You report a Service, facility or circuit to be inoperative but decline to release it for testing and repair, it is considered to be impaired, but not interrupted, and thus not considered an Outage. For calculating Outage Credit allowances, every month is considered to have 30 days. An Outage Credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive an Outage Credit.

Limitations on Outage Credit Allowances.

Outage Credit allowances will only be made when an interruption occurs because of a failure of any component furnished by 123.Net. Additionally, no Outage Credit will be made for: (a) Outages due to the cause of, negligence of, or noncompliance with this Agreement or any posted policy of 123.Net by, You or Your Users; (b) Outages during any period in which 123.Net is not given full and free access by You to Your facilities and equipment for the purpose of investigating and correcting interruptions;(c) Outages during a period in which You continue to use the Service on an impaired basis; (d) Outages during any period when You have released Service to 123.Net for maintenance purposes or for implementation of an Order placed by You for a change in Service arrangements; (e) Outages during a time period in which 123 provides a satisfactory replacement Service, (f) Outages due to any force majeure event beyond the reasonable control of 123.Net, including, but not limited to cable cuts, storms, tornadoes, power surges, other acts of nature, and (g) Outages which occur on the Last Mile portion of a given circuit.

Cancellation for Service Interruption.

You may cancel Your Service without early termination liability if a circuit experiences a single continuous Outage of 7 days or more or cumulatively for 14 days within a continuous 12-month

period (“Chronic Outage”). The right to cancel Service under this provision only applies to the single circuit that has been subject to the Chronic Outage.

Credit Request and Payment

You must apply for an Outage Credit by submitting a request to support@123.net within (7) seven business days of the initial outage. Outage Credit will be applied to Your invoice no later than two billing cycles after acceptance of your Outage Credit request.