



## AxisInternet, Inc Service Level Agreement

**Service Level Agreement Scope:** AxisInternet's Service Availability Guarantee is to have the AxisInternet Network (as defined in the applicable service agreement) available 100% of the time.

**Scheduled Maintenance Scope:** Scheduled Maintenance shall mean any maintenance at the AxisInternet hub to which Customer's circuit is connected (a) of which Customer is notified 48 hours in advance, and (b) that is performed during a standard maintenance window on Fridays - Sunday from 12 AM to 3 AM local time of the AxisInternet hub to which Customer's circuit is connected. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by AxisInternet (telephone, email, fax or pager).

**Service Availability Guarantee Process:** At Customer's request, AxisInternet will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the AxisInternet Network or a AxisInternet-ordered telephone company circuit in the contiguous U.S. was not available to Customer, and includes unavailability associated with any maintenance at the AxisInternet hub to which Customer's circuit is connected other than Scheduled Maintenance. Outages will be counted as Network Unavailability only if AxisInternet notifies Customer of the outage in accordance with the Outage Reporting Guarantee set forth below or if Customer opens a trouble ticket with AxisInternet customer support within five days of the outage. Network unavailability will not include Scheduled Maintenance, or any unavailability resulting from (a) any Customer-ordered telephone company circuits, (b) Customer's applications, equipment, or facilities, (c) acts or omissions of Customer, or any use or user of the service authorized by Customer or (d) reasons of Force Majeure (as defined in the applicable service agreement).

**Service Availability Guarantee Remedy:** For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request Customer's account shall be credited for the pro-rated charges for one day of the AxisInternet Monthly Fee and one day's telephone company line charges for the service with respect to which a Service Availability Guarantee has not been met.

### ***Customer Care Quality***

#### **Outage Reporting Guarantee**

**Outage Reporting Guarantee Scope:** AxisInternet's Outage Reporting Guarantee is to notify Customer within 15 minutes after AxisInternet's determination that Customer's service is unavailable. AxisInternet's standard procedure is to ping Customer's router every five minutes. If Customer's router does not respond after two consecutive five-minute ping cycles, AxisInternet will deem the service unavailable and will contact Customer's designated point of contact by a method elected by AxisInternet (telephone, email, fax or pager).

**Outage Reporting Guarantee Process:** The Outage Reporting Guarantee is applicable only to service provided in the contiguous United States and is applicable only if Customer completes AxisInternet's [Axis\\_Service\\_Agreement.doc](#) Form in its entirety. Customer is solely responsible for providing AxisInternet accurate and current contact information for Customer's designated points of contact. AxisInternet will be relieved of its obligations under this Outage Reporting Guarantee if AxisInternet's contact information for Customer is out of date or inaccurate due to Customer's action or omission or if AxisInternet's failure is due to reasons of Force Majeure (as defined in the applicable Axis Service Agreement).

**Outage Reporting Guarantee Remedy:** If AxisInternet fails to meet the Outage Reporting Guarantee, at Customer's request Customer's account shall be credited the pro-rated charges for one day of the AxisInternet Monthly Fee for the service with respect to which this Guarantee has not been met; provided, that Customer may obtain no more than one credit per day, irrespective of how often in that day AxisInternet failed to meet the Outage Reporting Guarantee.

### ***Circuit Install Guarantee***

**Circuit Install Guarantee Scope:** AxisInternet's Circuit Install Guarantee is to have installation of a AxisInternet-ordered telephone company circuit and activation of a AxisInternet port completed within 40 business days for frame relay, 56K and T1 services, 60 business days for T3 services, and within the scheduled installation date provided in writing by a AxisInternet Sales Manager for OC-3 services.

**Circuit Install Guarantee Process:** These dates shall be counted from the date AxisInternet has received all of the following from Customer: signed Service Agreement, signed price quotation or authorized purchase order, completed Customer Information Form, and (if requested by AxisInternet) completed credit application. The Circuit Install Guarantee is not available for Customer-ordered telephone company circuits, AxisInternet-ordered telephone company circuits outside the contiguous U.S., or if installation delay is attributable to Customer equipment, Customer's facility, acts or omissions of Customer, its employees or agents, Customer not passing AxisInternet's credit check, or reasons of Force Majeure (as defined in the applicable service agreement).

**Circuit Install Guarantee Remedy:** If AxisInternet determines in its reasonable commercial judgment that AxisInternet has failed to meet this Circuit Install Guarantee, Customer's account shall be credited 50% of AxisInternet's standard Start-up Charge for the service with respect to which this Guarantee has not been met.