

Dedicated Service Level Agreement (SLA)

NSI Labs, Inc. knows that you can't afford to be let down by your Internet Service Provider. That's why NSI Labs, Inc. makes commitments to its clients in the form of Service Level Agreements - SLA - that provide certain rights and remedies regarding the availability and performance of NSI Labs, Inc.'s network.

Monthly Service Availability: NSI Labs, Inc.'s target for Monthly Service Availability for each T1, Ethernet Over Copper, OC3 and Gigabit End User Circuit is 99.9%. If NSI Labs, Inc. does not meet the Monthly Service Availability Target for an End User Circuit per the above definition and Client requests a credit, NSI Labs, Inc. will provide Client a credit of (1-day) of the monthly recurring charge for that End User Circuit for each (four-hour) or (fraction thereof, round to the nearest 15 minutes) of Service Outage experienced by the End User Circuit in excess of the Service Availability Target ("Service Availability Credit"); provided that in no case the aggregate of all Service Availability Credits and TTR Credits (defined below) exceed the total monthly recurring charged billed for such End User Circuit during such month.

Packet Loss over the Internet:

NSI Labs, Inc. guarantees less than 1% average packet loss over the Internet within the continental United States. Packet Loss is calculated by averaging measurements between various points on the NSI Labs, Inc. network during a one month period. If our average packet loss is more than 1% in the US over a month period, all eligible NSI Labs, Inc. clients will receive one day of credit for the affected service on their next monthly invoice.

Latency over the Internet:

NSI Labs, Inc. guarantees that the average monthly latency for round-trip transmissions will be 85 milliseconds or less within the continental United States. Latency is calculated by averaging measurements between various points on the NSI Labs, Inc. network over a one month period. If the average monthly latency exceeds our guarantee, all eligible NSI Labs, Inc. clients will receive one day of credit for the affected service on their next monthly invoice.



Time to Restore Service:

NSI Labs, Inc.'s target for Time to Restore Service for each time a T1, Ethernet Over Copper, OC3 and Gigabit End User Circuit experiences a Service Outage is four hours. If NSI Labs, Inc. does not meet the time to Restore Service Target for a Service Outage on an End User Circuit per the above definition and Client requests a credit, NSI Labs, Inc. will provide Client a credit of 10% of the monthly recurring charge for that End User Circuit ("TTR Credit"), in addition to any other applicable credits for Service Availability, provided that in no case the aggregate of all Service Availability Credits and TTR Credits (defined below) exceed the total monthly recurring charged billed for such End User Circuit during such month.

Claims and Credit Availability:

In the event Client experiences a service interruption and is unable to transmit and receive data, NSI Labs, Inc. determines that such interruption was caused by NSI Labs, Inc.'s inability to provide said services for reasons within NSI Labs, Inc.'s control and not as a result of any actions or inactions of Client equipment or any third parties (including failure of third party equipment); and such inability is not a result of standard scheduled maintenance of NSI Labs, Inc.'s equipment or services, NSI Labs, Inc. will, upon Client's request, credit Client's account. It is the Client's responsibility to identify, request and document all valid SLA claims and corresponding credits. To be eligible for service credits, client must first report service availability, delay, or delivery events to NSI Labs, Inc. through standard trouble reporting/ticket mechanism, as set forth in NSI Labs, Inc.'s Client Policies. NSI Labs, Inc. will notify Client of its resolution of the reported event. Client must claim any applicable service credits by the 15th day of the month following the month in which the reported incident was resolved (in the case of credits for Service Availability and Time to Restore).

