



NAII SERVICE LEVEL AGREEMENT

North Atlantic Internet's SLA provides service level commitments in four areas:

I. Service Quality

The North Atlantic Internet network will be available 99.99 percent of the time.

II. Customer Care Quality

Should a fault cause the North Atlantic Internet network to become unavailable, North Atlantic Internet will notify the customer within specified timeframes. Should promised levels of service not be available, North Atlantic Internet will credit the customer appropriately.

III. Installation Quality

North Atlantic Internet's Installation Guarantee is to have installation of North Atlantic Internet Connectivity or Collocation service performed in a timely manner as agreed upon with customer, taking into consideration the potential problems associated with carrier provided services such as leased lines. For collocation customers North Atlantic Internet will deliver space, and if appropriate bandwidth to the Internet in a secure and safe environment.

IV. Network Performance

North Atlantic Internet's Network Performance Guarantee provides for packet latency of 45 ms or less for On Net transport.

I. Service Quality

99.99% Service Availability Guarantee

Service Availability Guarantee applies to North Atlantic Internet's backbone and owned access networks (On Net).

Scope of Service Availability Guarantee

North Atlantic Internet's Service Availability Guarantee is to have the North Atlantic Internet Network and Connectivity Services (as defined in the applicable service agreement) connectivity provided to collocation and leased line customers available 99.99% of the time.

Scheduled Maintenance Scope

Scheduled Maintenance shall mean any maintenance at a North Atlantic Internet data center at which Customer's server is located or Customer's connectivity is associated (a) of which Customer is notified 72 hours in advance, and (b) that is performed during a standard maintenance window that occurs between 2300 hrs to 0300 hrs local time of the North Atlantic Internet data center at which Customer's server is located or connectivity is associated with. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by North Atlantic Internet (telephone, email, fax or pager). North Atlantic Internet makes every effort to provide Customer's with at least 5 business days advanced notice of any regularly Scheduled Maintenance.

Emergency Maintenance Scope

Emergency Maintenance shall constitute any maintenance North Atlantic Internet deems necessary in order to ensure network stability for the customer base in light of industry or vendor published mechanical, software or security advisories.

Emergency Maintenance will be performed at North Atlantic Internet's discretion. North Atlantic Internet will notify customers of Emergency Maintenance via best effort.

Service Availability Guarantee Process

At Customer's request, North Atlantic Internet will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the North Atlantic Internet Network was not available to Customer, but does not include unavailability associated with any maintenance at the North Atlantic Internet data center where Customer's server is located or maintenance on the North Atlantic Internet backbone. Outages will not be counted as Network Unavailability if North Atlantic Internet notifies Customer of the outage in accordance with the Outage Reporting Guarantee set forth below. Network unavailability will not include Scheduled Maintenance, Emergency Maintenance or any unavailability resulting from (a) any Customer circuits or equipment, (b) Customer's applications or equipment, (c) acts or omissions of Customer, or any use or user of the service authorized by Customer, (d) reasons of Force Majeure (as defined in the applicable service agreement) or (e) any third party carriers.

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 North Atlantic Internet Monthly Fee for the service with respect to which a Service Availability Guarantee has not been met, up to a maximum of ten days in any calendar month. Customers must reference existing Technical Support ticket.

Power Availability Guarantee (for Collocation customers)

Power Availability Guarantee Scope

North Atlantic Internet Communications power availability guarantee is to have North Atlantic Internet AC power provided to Customer's collocation cabinet available 99.99% of the time.

Power Availability Guarantee Process

"Power Unavailability" consists of the number of minutes that AC power was not available to Customer's collocation cabinet. Outages will be counted as Power Unavailability only if Customer opens a trouble ticket with North Atlantic Internet Customer support within two days of the outage. Power unavailability will not include unavailability resulting from (a) any Customer circuits or equipment, (b) Customer's applications or equipment, (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).

Power Availability Guarantee Remedy

For each cumulative hour of Power Unavailability or fraction thereof in any calendar month, at Customer's request Customer's account shall be credited the charges for one day of the North Atlantic Internet Monthly Fee for the service with respect to which a Power Availability Guarantee has not been met up to a maximum of three days in any calendar month. Customers must reference existing Technical Support ticket.

II. Customer Care Quality

Outage Reporting Guarantee

North Atlantic Internet's Outage Reporting Guarantee is to notify Customer within 15 minutes after North Atlantic Internet's determination that Customer's service is unavailable.

Outage Reporting Guarantee Scope

North Atlantic Internet's standard procedure is to check circuit integrity every seven minutes. If integrity can not be determined after one seven-minute cycle, North Atlantic Internet will deem the service unavailable and will contact Customer's designated point of contact by a method elected by North Atlantic Internet Communications

(telephone, email, fax or pager). This contact applies during regular business hours, Monday through Friday 8:00 AM to 5:00 PM, excluding holidays unless Customer has purchased an enhanced monitoring package specifically covering time periods beyond those stated above. In such cases, the hours covered would be extended from above to those stated in the enhanced package.

Outage Reporting Guarantee Process

Customer is solely responsible for providing North Atlantic Internet accurate and current contact information for Customer's designated points of contact. North Atlantic Internet will be relieved of its obligations under this Outage Reporting Guarantee if North Atlantic Internet contact information for Customer is out of date or inaccurate due to Customer's action or omission or if North Atlantic Internet failure is due to reasons of Force Majeure (as defined in the applicable service agreement).

Outage Reporting Guarantee Remedy

If North Atlantic Internet 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 North Atlantic Internet 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 North Atlantic Internet failed to meet the Outage Reporting Guarantee up to a maximum of three days in any calendar month. Request for credit must be received within 3 business days of the outage occurring to be eligible for reimbursement.

III. Collocation and Installation Guarantee

Collocation and Installation Guarantee Scope

North Atlantic Internet's Collocation Installation Guarantee is to have installation of a standard Customer collocation cabinet or rack completed within 7 (seven) business days for any Customer requesting 100 Mbps or less of connectivity or 20 (twenty) business days for any Customer requesting over 100 Mbps of connectivity. Customers requesting caged, private space and/or custom work are not covered under this SLA but will be provided with a guaranteed install date. Customers requesting special interconnects or circuits for outside providers are not covered under this agreement. North Atlantic Internet's Connectivity Installation Guarantee is to have installation completed no later than 10 (ten) days after confirmation of carrier delivered services such as leased lines. If connectivity services require a cross-connect within a North Atlantic Internet data center, an additional four days will be added to the guarantee above.

Collocation and Installation Guarantee Process

The above timeframes shall be counted from the date North Atlantic Internet has received all of the following from Customer: signed Service Agreement, completed Customer Information Checklist, Deposit Check, and (if requested) a completed credit application. For carrier delivered services such as leased lines, the Connectivity Installation Guarantee is not available for Customer-ordered circuits or if installation delay is attributable to Customer equipment, acts or omissions of Customer, its employees or agents, Customer failing North Atlantic Internet or third party carrier credit check, or reasons of Force Majeure (as defined in the applicable service agreement).

Collocation and Installation Guarantee Remedy

If North Atlantic Internet determines in its reasonable commercial judgment that North Atlantic Internet has failed to meet this Collocation and Installation Guarantee, Customer's account shall be credited 50% of North Atlantic Internet's standard Start-up Charge for the service with respect to which this Guarantee has not been met.

IV. Network Performance Guarantee

Latency Statistics

Our latency and packet delivery speeds are based on the SLA's of our upstream providers. As a matter of performance guarantee North Atlantic Internet delivers on-net latency of 45ms or less.