



InfoRelay Online Systems, Inc. Service Level Agreement

Our Service Level Agreement commits InfoRelay Online Systems, Inc. to delivering a specified quality of service, including network and service quality. Network latency is monitored by pinging the routers at our service provider's core nodes, and measured periodically.

Network Service Availability

InfoRelay provides between 99.9% and 100% monthly network service availability to its customers (depending on location). Additional uptime guarantees may be provided based upon client's service contract with InfoRelay.

55 S. Market St., San Jose, CA	99.999%
1665 McCarthy Blvd., Milpitas, CA	99.999%
1275K St., Washington, DC	99.999%
12100 Sunrise Valley Dr., Reston, VA	99.999%
2115 NW 22 nd St., Miami, FL	99.999%
427 S. LaSalle, Chicago, IL	99.999%
32 Avenue of the Americas, New York, NY	99.999%
624 S. Grand Ave, Los Angeles, CA	99.999%
900 N. Alameda, Los Angeles, CA	99.999%
Equinix, Chicago, IL:	99.999%
InfoMart, Dallas, TX:	99.999%
CoreSite, Santa Clara, CA	99.999%
Equinix, Ashburn, VA:	99.999%
Equinix, Los Angeles, CA:	99.999%
Switch and Data, Reston, VA:	99.999%
Switch and Data, Vienna, VA:	99.999%
Equinix, London:	99.999%
Equinix, Amsterdam:	99.999%
Equinix, Tokyo:	99.999%

InfoRelay network service availability is defined as percentage of network up time, averaged over core nodes in a calendar month. Network service availability is calculated as follows:

$$\frac{(\text{Hours in month} - \text{Outage Hours in month})}{\text{Hours in month}} \times (\text{Guaranteed Uptime \%})$$

The service will be considered unavailable in the event of any unscheduled service outage on the InfoRelay network due to transmission or equipment failure. InfoRelay will provide 7 days advanced notice prior to conducting any scheduled maintenance. Scheduled network service outages shall be limited to 4 hours in cumulative duration in any given calendar month, or InfoRelay will provide temporary duplication facilities at no charge.

Network service availability excludes:

- Planned service outages or routine maintenance subject to limitations above.
- An interruption during any period when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- Interruptions during any period when the Customer has not released the Service to InfoRelay for maintenance or for the implementation of a Customer Service Order.

- Interruptions due to failure of power, equipment or Customer access circuit provided by Customer or other third parties.
- Interruptions caused by the gross negligence (including the provision of materially inaccurate information) of the Customer.
- Interruptions that are not detected by InfoRelay's monitoring systems, not reported to InfoRelay, and interruptions that otherwise remain unknown to InfoRelay.
- Interruptions occurring prior to Ready for Service Date.
- Interruptions due to any Force Majeure event.
- Interruptions due to Customer's material breach of the Agreement.

Service Install Lead Time

Unless specified in Customer's service agreement or Sales Order, InfoRelay guarantees that after contract commencement date has occurred, service will be installed within 10 business days ARO (After Receive Order) and ARE (After Receiving Equipment) for collocated equipment. Dedicated servers will be installed within 20 business days. Where transmission facilities are required and being provided by InfoRelay, lead times will be subject to standard delivery intervals provided by the underlying access provider.

Additional Services

For more detailed information on InfoRelay's support services, please reference Exhibit C ("Policies and Guidelines"), attached to your InfoRelay Service Order. InfoRelay makes every attempt, in good faith to keep customers satisfied and to be fair. For standard collocation and dedicated server clients, we do not guarantee 24/7 support unless otherwise specified in the sales order or service agreement. We do, however, monitor our networks on a 24/7 basis and pro-actively respond to network problems. We will perform reboots during regular business hours of 9AM to 6PM EDT. If you require 24/7 reboots, it is suggested that you purchase the remote reboot option from InfoRelay. Unless otherwise specified, dedicated and collocated servers shall be considered "unmanaged" by InfoRelay. This means that any server maintenance provided will be billable at an hourly rate. Server maintenance shall be performed only during business hours, unless otherwise agreed to in writing. "Server maintenance" includes but is not limited to operating system installations, kernel upgrades, server debugging, and hardware maintenance. InfoRelay will not bill for hardware repairs on dedicated server equipment provided by us, however in the event that we determine the problem to be non-hardware related, maintenance time shall be billable.

Service Outage Credits

Service Outage Credit will be granted to Customer if the outage is caused by failure of any equipment up to the Ethernet adaptor on the dedicated systems assigned to Customer. Service Outage Credit will be granted for cumulative service outage incidents in a month that are verifiable and confirmed by InfoRelay.