

Service Level Agreement

Schedule 1

Service Level Agreement

Skynet Internet Services Network Availability Service Level Guarantee

Skynet Internet Services Network Availability Service Level Guarantee is that the Company network will be available 99.97% of the time. The Company network is the combination of Company operated equipment, servers, circuits and other data transmission facilities. The network guarantee will be measured on the number of minutes that the network was not available as reasonably determined by the Company.

If the Company determines that the network is unavailable for less than the Agreement states (99.97% in any day), the Company, upon the Customer's request, will credit the Customer's invoice the prorated charges of one (1) day of the Company service fee for each consecutive hour the network is unavailable.

Tail Circuits

In the event of a tail circuit failure (the circuit connection to the Customer) a discretionary credit may be made by the Company to the Customer providing that the Company is able to secure an equivalent amount from the circuit provider. Credits for tail circuit failures are at the Company's sole discretion.

Skynet Latency Service Level Guarantee

Skynet's Latency Service Level Guarantee is based on an average round trip transmission across the Company backbone network for the Company services listed under Guarantee Coverage. Latency shall be measured by the Company averaging sample measurements taken during a calendar month.

UK Network	=60 Milliseconds
Transatlantic Link	=140 Milliseconds

Skynet 24x7 Premium Support Service Level Guarantee

Skynet's 24x7 Premium Support Service Level Guarantee is that a Company Engineer will call you back within 1 HOUR of being paged, although work will begin on your support request as soon as it is logged.

Premium Support Service is available on:

Leased Line
Co-location
Managed Server
Cobalt RaQ hosting

Claims

To receive the credit if any of the guarantees has not been met, the Customer must e-mail claims@skynet.co.uk within 30 days of the end of the month for which the credit is requested. The Customer shall only be entitled to claim under one section of the Guarantee per day.

Exclusions

Network Unavailability will not include any Network Unavailability of an hour or less, or any unavailability resulting from:

- (a) Network maintenance
- (b) Circuits provided by telcos or common carriers
- (c) Any external Internet Service Provider or an Internet exchange point
- (d) Acts or omissions of Customer or an unauthorised user
- (e) Behaviour of Customer equipment, facilities or applications
- (f) Acts of god, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of the Company.

Service Exclusion Guarantee

The following services are excluded from the Guarantee:-

ADSL
Unmetered access