



Service Level Agreement

DSL.net provides fast, reliable high-speed Internet access using digital subscriber line (DSL) technology to provide broadband, business-class solutions. We offer a wide variety of “always on” connection speeds as well as Business Solutions packages that deliver enhanced, end-to-end services. Committed to high-quality performance and customer care, DSL.net offers a variety of packages and, at no additional charge to the customer, the following Service Level Commitments:

Quality of Service and Money Back Guarantee

When we say Money Back Guarantee, we mean it! If, during the first 30 days after installation, you notify DSL.net that you are not satisfied that DSL.net high-speed Internet access has increased your company's productivity, we will refund all monthly service charges and installation charges and terminate your service, without penalty.

Latency Commitment

Our Commitment: DSL.net commits to provide an average monthly roundtrip delay of 80 milliseconds or less within DSL.net's network in North America.

Your Remedy: Any Customer who experiences average latency in excess of 80 milliseconds for any calendar month may request a two-day Service Credit. Any customer who experiences average latency in excess of 80 milliseconds in each of two consecutive months may request a seven-day Service Credit. All requests for Service Credits must detail the delay experienced by the Customer and will be subject to confirmation by DSL.net.

Network Availability Commitment

Our Commitment: DSL.net commits to provide 99.9% availability each month for your connection within DSL.net's network in North America.

Your Remedy: Any Customer who experiences availability of the network connection of below 99.9% in any calendar month may request a Service Credit as follows: one-day Service Credit for the first 6 hours of unavailability in a calendar month plus one-day Service Credit for each additional 6 hours of unavailability (or portion thereof) in such month.

Mean Time to Respond (MTR) Commitment

Our Commitment: DSL.net will respond to a Customer's report of a network outage or other technical problem within 15 minutes from receipt of the initial call or web-based Trouble Ticket from such Customer.

Your Remedy: If DSL.net fails to meet the MTR Commitment for any calendar month, Customer may request a one-day Service Credit. Customer must notify DSL.net each time DSL.net fails to respond to Customer within 15 minutes from receipt of Customer's initial call or web-based Trouble Ticket.

Customer Premise Equipment Commitment

Our Commitment: All equipment leased or rented from DSL.net will be guaranteed by DSL.net during the term of service. DSL.net will double the term of the manufacturer's service warranty on all equipment purchased through DSL.net.

Your Remedy: DSL.net will repair and/or replace all Customer premise equipment that is determined by DSL.net to be defective within the applicable warranty period.

Inside Wiring Commitment

Our Commitment: DSL.net commits to maintain inside wiring supplied by DSL.net during the term of service.

Your Remedy: DSL.net will cause to be repaired and/or replaced any inside wiring that is determined by DSL.net to be defective during the term of service.

Enhanced Service Commitment

Our Commitment: DSL.net commits to provide 99% availability each month for the Enhanced Email and Web Hosting services offered in connection with any DSL.net Business Solutions package.

Your Remedy: Any Customer who experiences availability of its DSL.net Enhanced Email or Web Hosting service of less than 99% in any calendar month may request a Service Credit equal to 50% off the monthly fee for the affected service.

Service Credit Specifications

In the event DSL.net fails to achieve any Service Level Commitment, at your request, DSL.net will provide the remedy and credit your account in accordance with the applicable remedy set forth in connection with such Service Level Commitment and the following Service Credit specifications:

To be eligible for a Service Credit, you must report the outage and/or service failure to DSL.net within 5 days of its occurrence. You must have notified DSL.net of any service-affecting conditions at the time of service interruption, and should provide DSL.net with the applicable Network Operations Center ("NOC") Trouble Ticket numbers at the time of such request for Service Credit.

Service Credits are calculated based on the applicable recurring monthly charge for the affected service, prorated by the number of days of credit set forth in the remedy with respect to the applicable Service Level Commitment, based on a 30 day month (e.g., a one-day Service Credit means the Customer will receive as a credit an amount equal to 1/30 of the applicable recurring monthly charge for the affected service charged by DSL.net in the immediately preceding month in which the event giving rise to the claim for Service Credit occurs). The maximum Service Credit to be granted for all failures within a given month shall be limited to the actual fees paid by the Customer for the month in which a Service Credit is claimed.

If any event triggers a breach of two or more Service Level Commitments, the Customer shall only receive a Service Credit equal to the highest applicable Service Credit being requested in connection with the breached Service Level Commitments.

The remedies set forth herein for each Service Level Commitment shall be the exclusive remedy available to the Customer for DSL.net's failure to achieve such Service Level Commitment.

Exclusions

DSL.net will not be responsible for, and Service Credits will not be issued in connection with, any failure by DSL.net to meet a Service Level Commitment by reason of any of the following:

Any force majeure event (including, without limitation, natural disasters; acts of God; fire, explosion, water, or power surges or failures; lightning; pest damage; strikes or labor disputes; the elements; war; civil disturbances; acts of civil or military authorities or the public enemy; inability to secure raw materials; transportation facilities; fuel or energy shortages; acts or omissions of communications carriers; or other causes beyond DSL.net's control whether or not similar to the foregoing).

Any act of the Customer not expressly authorized by DSL.net or any use of the service or acts or omissions by the Customer that affects the Customer premise equipment, wiring or network configuration or otherwise affects DSL.net's ability to provide service.

Scheduled maintenance on the DSL.net network.

Scheduled or unscheduled outages on the Customer network or the failure of Customer equipment not under warranty by DSL.net.

Major outages affecting greater than 10% of DSL.net's customer base.

Failure of the Customer to provide DSL.net with adequate access to Customer's premises.

DSL.net may modify the Service Level Commitments and your remedy for the failure by DSL.net to meet any Service Level Commitment at any time. Such modifications shall be deemed effective immediately upon either posting of the modified Service Level Commitment on the DSL.net web site, located at www.dsl.net, or notifying you.

If you have any questions, please contact your Account Representative.



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