



## Infolink Information Services, Inc. ("Infolink")

Infolink Service Level Agreement  
TERMS AND CONDITIONS

Infolink's Availability Guarantee is to have the Infolink Network connectivity provided to customers available 99.999% of the time and, as set forth below, Infolink will credit Customer's account if Infolink fails to meet this Availability Guarantee during any given calendar month. At Customer's request, Infolink will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the Infolink Network was not available to Customer, but will not include unavailability which Customer fails to report to Infolink within five days, or any unavailability resulting from (a) Infolink Network maintenance, (b) any Customer circuits or equipment, (c) Customer's applications or equipment, (d) acts or omissions of Customer, or any use or user of the service authorized by Customer or (e) reasons of Force Majeure (as defined in the applicable service agreement). For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, Customer's account shall be credited for the pro-rated charges for one day of the Infolink Monthly Fee for the service with respect to which this Guarantee has not been met.

Infolink's Power Availability Guarantee is to have the Infolink AC and DC power provided to Customer's colocation rack available 100% of the time and, as set forth below, Infolink will credit Customer's account if Infolink fails to meet this Power Availability Guarantee during any given calendar month. "Power Unavailability" consists of the number of minutes that power was not available to Customer's colocation rack, but will not include colocation rack power unavailability which Customer fails to report to Infolink within five days, or any unavailability resulting from (a) any Customer circuits or equipment, (b) Customer's application 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). For each cumulative hour of Power Unavailability or fraction thereof in any calendar month, Customer's account shall be credited the charges for one day of the Infolink Monthly Fee for the service with respect to which this Guarantee has not been met.