



Service Level Agreement

Our Service Level Agreement (“SLA”) commits Xilogix to delivering a specified quality of service, including network and service quality. Network latency is monitored by our systems, which ping routers at various locations, and is measured periodically.

The Xilogix Service Level Agreement is part of the overall Terms and Conditions of Service to which our customers must review and agree to, prior to the purchasing of any Xilogix products or services.

Network Service Availability

Xilogix provides 100% network service availability to its customers. Network service availability is defined as a percentage of network up time, averaged over our core routers in a calendar month. The formula for calculating network service availability is:

$$\text{(Hours in a month - Outage Hours in a month) / Hours in a month x 100\%}$$

The service will be considered unavailable in the event of any unscheduled service outage on the Xilogix network due to transmission or equipment failure. We will provide at least 48 hours advanced notice prior to conducting any scheduled maintenance. This notice will be sent via our outage notification mailing list and it will be the customer’s responsibility to opt-in to that list to receive notices.

Network service availability excludes:

1. Planned service outages or routine maintenance;
2. Interruptions 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;
3. Interruptions due to failure of power, equipment or customer access circuit provided by the customer or other third parties;
4. Interruptions due to any form of distributed denial of service (DDOS) attack leveled against a customer;
5. Interruptions due to any Force Majeure event; and
6. Interruptions not report by the Customer to Xilogix.



Packet Delivery

Packet delivery is defined as the percentage of packets that are successfully transported between the ingress and the egress port as recorded at each core router in a calendar month. Packet delivery is measured in five (5) minute intervals and averaged on a monthly basis. Xilogix guarantees packet loss of not more than one (1%) percent during any given calendar month.

Network Latency

Network latency is defined as the average round-trip delay between the ingress and the egress routers. Xilogix monitors the round-trip network latency between these routers using a 64-byte ICMP ping message in five (5) minute intervals. These measurements are recorded and averaged on a monthly basis. The network latency standard is as follows:

Average latency within North America will not exceed 65 milliseconds.

Average latency between North America and Europe will not exceed 120 milliseconds.

Average latency between North America and Asia will not exceed 250 milliseconds.

Service Installations

Xilogix guarantees that dedicated server products will be installed within one (1) business day after we receive the order. Dedicated access products will be installed within ten (10) business days after we receive the order. Where transmission facilities are required and being provided by Xilogix, lead times will be subject to the standard delivery intervals provided by the underlying access provider. Xilogix will work closely with those providers to achieve the best possible delivery schedule in those circumstances.

Service Outage Credits

Service Outage Credits will be granted to a customer if the outage is verifiable and confirmed by Xilogix. In any case, the cumulative of all service outage credits cannot exceed the total monthly charge for services offered for any given month.