



EXHIBIT B

NETWORK AVAILABILITY SERVICE LEVEL AGREEMENT (NASLA)

1. DEFINITIONS

“95th Percentile” is a popular billing method adopted by major internet carriers to allow Customer to have a short (36 hours or less, given a monthly billing period) burst in traffic without overage or additional charges.

“A/B Network Drops” means one (1) set of two (2) identical network drops (i.e., copper or fiber) connected to Provider’s redundant switches that are purposely configured and used in redundant (N+1) mode.

“ASN” means Autonomous System Number, a unique number available globally to identify an autonomous system and which enables that system to exchange exterior routing information with other neighboring autonomous systems.

“DIA” means Dedicated Internet Access commonly addressed as ‘Bandwidth’ or ‘Internet Bandwidth’ measured in Mbps (megabits per second) or Gbps (gigabits per second) at 95th percentile.

“IP” means Internet Protocol.

“MSTC” refers to Master Services Terms and Conditions.

“Network Outage” refers to an event when both A/B Network Drops lose connectivity simultaneously due to failure.

“Provider” means Global IP Networks.

“NASLA” means this Network Availability Service Level Agreement.

2. COVERAGE

(a) This NASLA covers only DIA that is serviced and delivered by Provider’s network or ASN via A/B Network Drops. Single cross connect, transport, point to point and other types of non-redundant connectivity are not covered by this NASLA. Connectivity provided and managed by Provider via a third party will be covered under such party’s service level agreement.

(b) DIA provided to Customer’s network must be connected to two (2) separate routers or switches configured with redundant protocol such as Hot Swap Redundant Protocol (HSRP), Gateway Load Balancing Protocol (GLBP) or similar protocol that provides automatic failover between the A/B Network Drops. Non redundant network configuration is not covered by this NASLA.

(c) Credit will not be provided to Customer with overdue balance until the past due balance is fully paid in accordance with the MSTC. Network Outage caused by force majeure, Customer’s own equipment malfunction or misconfiguration, network attacks (such as brute force or Denial of Service), compromised network, network usage in excess of the maximum port capacity, service suspension or a scheduled maintenance will not result in any credit. Customer is responsible to protect Customer’s own network. Customer network installed in a shared environment will not be covered by this NASLA unless A/B Network Drops are present and configured for redundant use. Provider does not provide credit to Customer’s client, affiliates or vendor. Credit does not apply to billing disputes.

3. NETWORK OUTAGE CREDIT

Notice of Network Outage and request for credits must be made in writing via Provider’s ticketing system within fifteen (15) days of the event. Credit for Network Outage will be calculated against the Monthly Recurring Charge (MRC) of the said A/B Network Drops and will be applied to the next invoice.

DIA with 99.999% Uptime Commitment	
Availability in a month	Credit
99.999% or higher	0%
99.0% to less than 99.999%	10%
98.0% to less than 99.0%	25%
97.0% to less than 98.0%	40%
96.0% to less than 97.0%	55%
Less than 96.0%	75%

DIA with 99.9% Uptime Commitment	
Availability in a month	Credit
99.9% or higher	0%
98.0% to less than 99.9%	5%
97.0% to less than 98.0%	10%
96.0% to less than 97.0%	15%
95.0% to less than 96.0%	30%
Less than 94.0%	60%



4. SCHEDULED EMERGENCY MAINTENANCE

When a possible network interruption is detected due to stress, wear and tear of the equipment, or a mandatory firmware update, Provider reserves the right to issue an emergency scheduled maintenance to remediate the issue. Provider will provide a minimum of 48 hour notice to Customer before implementing such maintenance.