

Service Level Agreement

Rock Solid Network & Connectivity

Network Uptime

Complex Drive's network is engineered to ensure Customer access to the Internet is available 100% of the time. If we fall below five-9 reliability (99.999% uptime) on our network, Complex Drive will issue a service credit using the following criteria:

- Ten Minutes in any 24-hour Period = One Day Credit
- Four Hours in any 24-hour Period = One Week Credit

Network Packet Loss

Complex Drive's goal is to keep packet loss within our network to 0.1% or less. If the average packet loss within our network exceeds 0.1% during a single calendar month, we will issue a credit to you equal to one day's worth of the monthly recurring charge.

Network Latency

Complex Drive's goal is to keep latency on our network to 10 milliseconds or less. If the average network latency across our network exceeds 20 milliseconds for more than 10 minutes in any one 24-hour period, we will issue a credit to your account equal to one day's worth of the monthly recurring charge. Additionally, we will strive to keep latency to 50 milliseconds or less to our backbone providers within the Continental United States. Although our backbone providers' networks are not directly in our control, should the average network latency from our network to one of our providers exceed the time frame specified above for more than a week in a calendar month, we will issue a credit to your account equal to one day's worth of the monthly recurring charges for the affected service.

The Complex Drive Network

"The network" is defined as the portion of the network that is owned and operated by Complex Drive. Credits will not be issued under this SLA for network issues that are outside of our control. This includes any failure or deficiency of our network caused by or associated with:

- Circumstances beyond our reasonable control;
- Scheduled maintenance;
- Any negligence, willful misconduct, or use of the network or services in breach of published terms and conditions of service or acceptable use policies.

The network does not include premise equipment or any network equipment or networks not operated and controlled by Complex Drive

Credit Request and Payment Procedures

In order to receive a credit for network outage, a request must be made via the customer case system at the inception of the outage. Should said outage prevent such action from occurring, customer may opt to fax the request to Complex Drive. Request for credit not accompanied by customer case or fax will be denied.

Each valid credit will be applied to your next invoice. Credits are exclusive of any applicable taxes charged or collected. The total amount credited in connection with network outages, latency and packet loss in any calendar month will not exceed the monthly recurring charge and will be customers sole remedy to any reported outage.