



Service Level Agreement

Guaranteed 99.9% Network Uptime

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Applies to all Amoxx clients

By signing up for Amoxx's services on the Internet, or by using any other means of subscription including subscription via a third party, a sales representative or commercialization partner, the Customer benefits from the present network availability guarantee if the Customer is billed directly by the Amoxx. As certain restrictions apply, please read the following detailed description.

Who may benefit from the guarantee?

The following guarantee is applicable to the renewable services offered by the Amoxx that include a network port or an Internet connection and which include bandwidth or traffic. All Customers of renewable services whose Accounts are in order, which have no unpaid balance, are eligible for the present guarantee.

Guarantee Terms

Amoxx guarantees 99.9% network uptime for all subscribers of a solution which includes a network connection. During one month, the network outages shall never surpass 0.1% of the total duration of the month, which is equivalent to approximately 45 minutes. If it should happen that the unavailability should exceed 0.1%, Amoxx will compensate the Customer with a credit equivalent to one day for the first 45 minutes of unavailability and one day of credit for each of the following hours. The credit can be claimed up to the monthly amount paid for the service. Unavailability is defined by failed PING commands to the IP address of the machine hosting the Customer's web site. This unavailability must be directly caused by problems in the connection linking Amoxx to the Internet and must be verifiable from multiple external Internet hosts.

Exclusions

The guarantee is limited to network unavailability on the network operated by the Amoxx and the hardware owned by Amoxx, or its vendors, partners or one of Amoxx's direct suppliers. The guarantee is in no case applicable to external network problems that might cause local perturbations for some internet service providers. The guarantee is in no case applicable, without being limited, to unavailability caused by hardware or software malfunctions, unavailability caused by the application of the Acceptable Usage Policy, to a network slowdown, to planned maintenance activities or to any event that is not directly under the Amoxx's direct control. Any request for credit concerning a problem other than network uptime will be analyzed and treated individually as an independent request which is not subject to the network uptime guarantee.

Claim Procedures

The guarantee is limited to the network unavailability. The Customer may verify it by using the "ping" and "traceroute" commands. All reclamations concerning this guarantee must be done using the standard Request Support located in the 24x7 Support section of Amoxx's web site. All requests must be made within five (5) days following the end of the month in question. Reclamations must include the time of the start of the unavailability, the time of the return to normal, at least 3 "traceroute" commands taken during the unavailability, the name of the Customer, the Customer's affected URL and the Customer's Account ID. Any incomplete reclamation will be discarded. The request will be processed within 10 to 20 days following its reception.

Guarantee Contract

The guarantee is automatically valid for all of Amoxx's subscribers. Amoxx reserves the right to modify the present guarantee at any time, without notice. The modifications will be shown on this page. If the Customer wishes a written confirmation of this guarantee, please fax this page to +65.62739962 and Amoxx will return it signed and approved.