

Service Level Agreement Terms and Conditions

This Service Level Agreement (“SLA”) provides Customers with certain rights and remedies regarding the performance of ROCKET’s network.

1. Definitions

For purposes of this SLA, the following terms have the meanings set forth below:

- "Rocket Network" means ROCKET owned and operated Internet Protocol (IP) routing infrastructure consisting solely of ROCKET points of presence (“POPs”) and the connections between them.
- "Network Outage" means an instance in which no traffic can pass in or out of the POPs through which Customer connects to the Rocket Network for more than 15 consecutive minutes.
- "Base Fee" consists solely of the base monthly fee paid by Customer for the affected ROCKET Services and excludes all other fees which might be charged to Customer, including, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage, electricity, extra IP addresses, RAM, or hard drives beyond that which is available without additional charge under ROCKET’s standard rates, hourly support charges, and other types of optional additional services.

2. Rocket Network Availability

ROCKET’s goal is to make the Rocket Network available to Customer free of Network Outages 100% of the time.

Subject to Sections 4 and 5 below, upon Customer’s request, ROCKET will issue a credit to Customer for Network Outages in an amount equal to one day’s worth of the Base Fee paid by Customer, multiplied by each hour (or portion thereof rounded to the next hour) of the cumulative duration of such Network Outages during a particular month.

3. Measurement

ROCKET will periodically (on average every 5 minutes) monitor Rocket Network POPs using software and hardware components capable of measuring traffic and responses at such POPs. Customer acknowledges that not every POP may be covered by such measurements, that such measurements may not measure the exact path traversed by Customer’s packets, and that such measurements constitute measurements across the Rocket Network but not other networks to which Customer may connect. ROCKET reserves the right to periodically change the measurement points and methodologies it uses without notice to Customer.

4. Exceptions

Customer shall not receive any credits under this Rocket Network SLA in connection with any failure or deficiency of the Rocket Network caused by or associated with:

- (i) circumstances beyond ROCKET’s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Rocket Network SLA;
- (ii) failure of access circuits to the Rocket Network, unless such failure is caused solely by ROCKET;
- (iii) scheduled maintenance and emergency maintenance and upgrades;
- (iv) DNS issues outside the direct control of ROCKET;
- (v) false SLA breaches reported as a result of outages or errors of any ROCKET measurement system;
- (vi) Customer’s acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the Rocket Network or ROCKET’s Services in breach of ROCKET’s Acceptable Use Policy.

5. Credit Request and Payment Procedures

In order to receive a credit under this SLA, Customer must submit request via email: billing@rocketinternet.net. Each request in connection with a Network Outage must be received by ROCKET within seven days of the Network Outage and must be confirmed by ROCKET’s measurements of the Rocket Network. ROCKET must receive each request in a calendar month within seven days after the end of such month.

Each valid credit will be applied to an invoice of Customer within two billing cycles after ROCKET’s receipt of Customer’s request. Credits are exclusive of any applicable taxes charged to Customer or collected by ROCKET.

Notwithstanding anything in this SLA to the contrary, the total amount credited to a Customer in any calendar month will not exceed the Base Fee paid by Customer for such month.