

# HOSTING SERVICE LEVEL AGREEMENT

THIS AGREEMENT DESCRIBES SERVICE LEVEL GUARANTEES PROVIDED TO YOU BY COMPANY.

## **1. Technical Support.**

Company provides You with technical support on setup of your account on the Company server, access, and other server related issues to the primary technical contact free of charge. Company does not provide support for web applications, third party software, scripts, or components from third parties or developed by You.

Company's servers are monitored 24 hours a day, 7 days a week, 365 days per year and support agents are available by email as posted in the support section of Company site. Please send us a message with the full description of the problem and your account username. Please do not send multiple messages on the same issue. Email issues must be addressed to the appropriate email account specified in the support section of Company site. Email containing support issues sent to other departments such as billing or sales may not be answered.

## **2. Billing and other account related inquiries.**

All inquiries regarding Company billing for its services should be sent to the address specified in the members section of Company site.

All inquiries regarding reselling Company's services, purchasing of new accounts and available discounts should be addressed to the address specified in the members section of Company site.

## **3. Escalation.**

If You are dissatisfied with Company's Hosting Service or if you are unable to resolve a technical support issue within the parameters outlined in this Service Level Agreement please contact Company's Hosting Product Manager at the address specified in the members section of Company site regarding your concerns. The Hosting Product Manager will review your concerns, investigate, and respond to You within one business day. As issues may be complex or require extensive investigation, this one business day response time does not imply that a resolution is guaranteed

within one business day.

#### **4. \*MERCURY\* Control Panel and server management.**

**Company account holders are provided with Company's on-line account and server management tool - \*MERCURY\*. This tool is designed to give You complete control over Your account and server services purchased from the Company. Company expects You to use the \*MERCURY\* Control Panel to perform all routine account and server management tasks.**

**The \*MERCURY\* Control Panel, server management documentation, and help is available on-line at the Company's Support Site, as well as within the \*MERCURY\* Control Panel itself. If you experience difficulty using the \*MERCURY\* Control Panel, Company's Technical Support personnel will help You learn to use this tool. However, Company's Technical Support shall not be expected to perform for You the tasks that can be done through the \*MERCURY\* Control Panel.**

#### **5. Servers Availability.**

Company is fully committed to providing quality service to all customers. To support this commitment, Company observes the following schedule of penalties for its failure to comply with this Service Level Agreement.

##### *APPLICATION (WEB) SERVER AVAILABILITY*

Company guarantees 99.5% monthly average scheduled availability of its Application (Web) Servers. Application (Web) Server availability is defined as your ability, via web browser, to retrieve the HTTP headers from a hosting server. Company does not monitor availability of individual web sites but only monitors the server availability as a whole.

##### Application (Web) Server Availability Monitoring

To verify that the server is available Company will ping HTTP service on the server by retrieving HTTP headers every 5 minutes with a 30-second threshold. If HTTP service does not respond, the server is considered non-operational and is automatically rebooted. If rebooting the server does not solve the problem, it is immediately escalated to the Support Center.

In cases where two or more consecutive HTTP tests fail, server downtime will be registered as the

number of minutes between the first and the last failed tests. Downtime of less than 5 minutes in duration is not recorded. Company calculates server uptime based on this type of server monitoring.

### *MAIL SERVER AVAILABILITY*

Company guarantees 99.5% monthly average scheduled availability of its Mail Servers. Mail Server availability is defined as client's ability to send (SMTP) and retrieve (POP3) e-mail via the particular mail server. Company does not monitor individual mail sites but only monitors the server as a whole. Mail server unavailability caused by denial of service attacks, mail bombing, and other flooding techniques is not included in uptime calculations.

Mail delivery protocol (SMTP) is a "store-and-forward" type of protocol that does not guarantee immediate delivery of e-mail messages. In the case the first delivery attempt is failed mail server re-attempt to deliver messages to the addressee according to a predefined schedule. In the case the messages cannot be delivered for a period of time exceeding 48 to 72 hours, the messages are returned to the sender.

#### Mail Server Availability Monitoring

To verify that the server is up we ping SMTP and POP services (retrieve SMTP and POP headers) every 5 minutes with a 30-second threshold. If either service does not respond, the service is considered non-operational and is automatically restarted. If two or more consecutive SMTP or POP tests fail, the problem is immediately escalated to the Support Center.

In cases where two or more consecutive SMTP or POP tests fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than 5 minutes in duration is not recorded. Company calculates server uptime based on this type of server monitoring.

### *NETWORK AVAILABILITY*

Network availability is defined as Company network's ability to pass incoming and outgoing TCP/IP traffic. Servers' unavailability caused by network unavailability is not included in server uptime if such network unavailability is caused by factors beyond the Company's control. Interruptions of service due to problems on the backbone or on the customer's portion of the network are beyond the Company's control. Interruptions of service caused by denial of service or similar attacks are beyond the Company's control and are not included in uptime calculations.

### *SCHEDULED MAINTENANCE*

To guarantee optimal performance of the servers, Company will perform routine maintenance on the servers on a regular basis. Such maintenance often requires taking Company servers off-line. Company reserves two hours of server unavailability per month for maintenance purposes. This server unavailability is not included in server uptime calculations. The maintenance typically is performed during off-peak hours. Company provides You with advance notice of maintenance whenever possible.

### *PENALTY FOR NON-COMPLIANCE - APPLICATION SERVER AVAILABILITY*

Upon your notice to Company, if availability of any server for the month is below the guaranteed level, Company will refund to You according to the schedule below a portion of the monthly fees charged for the month during which such loss of server availability occurred.

Server availability 99.0% - 99.5%	5% of monthly fee credited
Server availability 98.0% - 98.9%	10% of monthly fee credited
Server availability 95.0% - 97.9%	15% of monthly fee credited
Server availability 90.0% - 94.9%	25% of monthly fee credited
Server availability 89.9% or below	2.5% credited for every 1% of lost availability

To receive the refund You must specifically request it during the month following the month for which the refund is requested. You must provide all dates and times of server unavailability along with your account username. This information must be submitted to Company. Company will compare information provided by You to the server availability monitoring data the Company maintains. A refund is issued if the unavailability warranting the refund is confirmed.

#### Maximum Total Penalty

The total refund to You for any account may not exceed 50% of the monthly fees charged to that account during the month for which the refund is to be issued.

#### **6. Server Storage Capacity.**

Each account is allotted storage capacity on Company servers according to the plan or options selected by You. This storage size can be increased through on-line control panel for an additional charge up to the maximum amount allowed for each plan or service. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. Company shall not be held responsible for such unavailability or data losses.

## **7. Ownership of Data.**

All data created by You and/or stored by You within Company's applications and servers are your property and is for your exclusive use unless access is permitted by You. Company shall allow access to such data by authorized Company personnel and shall provide access in compliance with Company's Privacy Policy. Company makes no claim of ownership of any web server content, e-mail content, or any other type of data contained within the account holder's server space and applications on Company's servers.

## **8. Data Integrity.**

Company employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data is written to two disks simultaneously to prevent data loss in the event of hardware failure. Company reserves the right to place accounts on non-raid servers as necessary. Routine backups are performed for emergency recovery purposes only. COMPANY SHALL NOT RESTORE THE DATA UPON YOUR REQUEST. Web server raw log files are not included in the backups and cannot be recovered during server restoration.

In the event of data corruption, hardware failure or other data loss, Company will make efforts to restore lost or corrupted data from server backups. Company shall not be responsible for lost data or site content. Company recommends that Customer maintain a local copy of all data uploaded or stored on Company servers.

## **9. Data Retention.**

COMPANY SHALL NOT RETAIN ANY OF YOUR DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS AT THE TIME THE ACCOUNT IS TERMINATED AND FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. COMPANY SHALL NOT RESTORE, "BURN" TO CD, OR SEND OUT ANY DATA PERTAINING TO EXISTING OR TERMINATED ACCOUNTS.

## **10. Customer Responsibilities.**

To access Company services customers must provide at the very minimum:

an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;

a fully functional Internet browser;

a fully functional POP/SMTP e-mail program (client);

tools to develop and publish content as customer deems necessary;

tools to access database servers if such services are purchased by the customer.

## **11. Privacy Statement.**

Company values the privacy of its customers. Please refer to Company's Privacy Policy for further information.