

Service Level Agreement Hosting



The **Osmond Technologies LLC**. SLA covers four components that support the availability of your web site:

99.9% Network Uptime

a) **OSMOND TECHNOLOGIES LLC** guarantees that its network will be available 99.9% of the time in a given month, excluding scheduled maintenance. Network uptime includes the functioning of all network infrastructure including routers, switches, and cabling, but does not include Ethernet ports, services, or software on your server(s). Network downtime exists when a particular customer is unable to transmit and receive data.

b) High Latency refers to the total time required for a Customer data packet to complete the "round trip" between **OSMOND TECHNOLOGIES LLC**'s border routers and the data center's core routers providing upstream Internet connectivity. This is calculated by measuring the total round trip time approximately thirty (30) times per hour, adding the total round trip time for each measurement, and dividing by the total number of measurements ("Average Hourly Latency"). The Average Hourly Latency shall be 15 milliseconds or less.

OSMOND TECHNOLOGIES LLC Guarantee: Upon experiencing downtime/latency as defined above, **OSMOND TECHNOLOGIES LLC** will credit the customer 5% of the monthly fee for each 60 minutes of downtime or latency issue (up to 100% of customer's monthly fee for the affected server or shared hosting service). Credit period is measured from the time the trouble ticket is opened by the Client or Support.

100% Infrastructure Uptime:

OSMOND TECHNOLOGIES LLC guarantees that the critical infrastructure systems will be available 100% of the time in a given month, excluding scheduled maintenance. Critical infrastructure includes functioning of all power and HVAC infrastructure including UPSs, PDUs, and cabling but does not include the power supplies on the customers' servers. Infrastructure downtime

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exists when a particular server is shut down due to power or heat problems and is measured from the time the trouble ticket is opened to the time the problem is resolved and the server is powered back on.

OSMOND TECHNOLOGIES LLC Guarantee: Upon experiencing downtime, *OSMOND TECHNOLOGIES LLC* will credit the customer 5% of the monthly fee for each 60 minutes of downtime (up to 100% of customer's monthly fee for the affected server or shared hosting service). Credit period is measured from the time the trouble ticket is opened by the Client or Support.

2 Hour Hardware Replacement (Dedicated Server Solutions Only):

OSMOND TECHNOLOGIES LLC guarantees the functioning of all hardware components and will replace any failed component at no cost to the customer. Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card, and other related hardware included with the server. This guarantee excludes the time required to rebuild a RAID array and the reload of certain operating systems and applications.

Hardware replacement will begin once *OSMOND TECHNOLOGIES LLC* identifies the cause of the problem. Hardware replacement is guaranteed to be complete within two hours of problem identification.

OSMOND TECHNOLOGIES LLC Guarantee: In the event that it takes us more than two hours to replace faulty hardware, *OSMOND TECHNOLOGIES LLC* will credit the customer 5% of the monthly fee per additional hour of downtime (up to 100% of customer's monthly fee for the affected server). Credit period is measured from the time the cause of the problem is identified by Support.

Temporary Service Suspension:

The Customer agrees that from time to time, it may be necessary for ***OSMOND TECHNOLOGIES LLC*** to temporarily suspend Hosting Service for technical reasons or to maintain the network, the hardware, server OS, or any other facilities, the timing of which will be determined by ***OSMOND TECHNOLOGIES***

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LLC. Provided that **OSMOND TECHNOLOGIES LLC** provides the Customer with reasonable advance notice of the temporary suspension of Hosting Service, such suspension will not be deemed an interruption of the Hosting Service for the purpose of calculating network, infrastructure, or hardware availability or the Customer's entitlement to a credit for network, infrastructure, or hardware interruption. Advanced notice may be in the form of all or any of the following: e-mail, web posting on status page, RSS feed of status page, or other communications methods outlined in a Service Contract. Maintenance windows will typically be conducted between 11pm to 2am (EST) to minimize impact on customers. A greater than 72 hour advanced notice of events is strived for, but in some cases, last minute maintenance windows may be conducted if the overall security or stability of our Services requires it. Maintenance windows will typically be 15 minutes or less in length.

Credits shall not be provided to the Customer if degraded or interrupted service is the result of: a) Temporary Service Suspension as contemplated above; b) Suspension Of Services as contemplated in Section 10 of Master Service Agreement; c) circumstances beyond **OSMOND TECHNOLOGIES LLC** control including but not limited to network attacks, third party network outages, war, fire, flood, other acts of God, sabotage, labor disturbance, government regulations, or other government intervention; or d) a breach by the Customer of the Master Service Agreement or Acceptable Use Policy.

To receive an SLA credit, **OSMOND TECHNOLOGIES LLC** customers must contact us at billing@osmondtech.com within 5 business days of the SLA breach and the request subject to investigation to address the validity of each claim.