



## Hosted Service Level Agreement for Unix Web Hosting Services

### 1. Coverage; Definitions

This Web Site Availability Service Level Agreement (SLA) applies to you ("customer") if you have ordered any of the following hosting account services from Infracraq LLP (the "Services") and your account is current (i.e., not past due) with Infracraq LLP: Shared Web Hosting Plans (Virtual Server) or Virtual Private Servers. As used herein, the term "Web Site Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of customer's Web site is available for access by third parties via HTTP, as measured by Infracraq LLP.

### 2. Service Level

a. Goal:

Infracraq LLP's goal is to achieve 100% Web Site Availability for all customers.

b. Remedy:

Subject to Sections 3 and 4 below, if the Web Site Availability of customer's Web site is less than 99% in any month, Infracraq LLP will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

| Web Site Availability | Credit Percentage |
|-----------------------|-------------------|
| 99% to 100%           | 0%                |
| 95% to 98.9%          | 10%               |
| 90% to 94.9%          | 50%               |
| 89.9% or below        | 100%              |

### 3. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Web Site Availability caused by or associated with:

- a. circumstances beyond Infracraq LLP's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, 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 (including, without limitation, ecommerce software,

- payment gateways, chat, statistics or free scripts) or inability to obtain supplies, or power used in or equipment needed for provision of this SLA;
- b. attacks by viruses or hackers, including Distributed Denial of Service (DDoS) attacks against Infracraq's network.
  - c. failure of access circuits to the Infracraq LLP Network, unless such failure is caused solely by Infracraq LLP;
  - d. scheduled maintenance and system upgrades, or emergency maintenance;
  - e. DNS issues outside the direct control of Infracraq LLP;
  - f. issues with FTP, POP, IMAP, or SMTP customer access;
  - g. false SLA breaches reported as a result of outages or errors of any Infracraq LLP measurement system;
  - h. customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, willful misconduct, or use of the Services in breach of Infracraq LLP's Terms and Conditions and Acceptable Use Policy;
  - i. e-mail or webmail delivery and transmission;
  - j. DNS (Domain Name Server) Propagation.
  - k. outages elsewhere on the Internet that hinder access to your account. Infracraq LLP is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Infracraq LLP will guarantee only those areas considered under the control of Infracraq LLP: Infracraq LLP server links to the Internet, Infracraq LLP's routers, and Infracraq LLP's servers.

#### **4. Credit Request and Payment Procedures**

In order to receive a credit, customer must make a request for credit by email or fax to Infracraq LLP. Each request in connection with this SLA must include customer's account number (per Infracraq LLP's invoice) and the dates and times of the unavailability of customer's Web site and must be received by Infracraq LLP within ten (10) business days after customer's Web Site was not available. If the unavailability is confirmed by Infracraq LLP, credits will be applied within two billing cycles after Infracraq LLP's receipt of customer's credit request.

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by Infracraq LLP and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Web Site Availability of customer's Web site.

#### **5. Storage Restrictions**

The only limitation on storage we presently enforce is that of the limitation of the hardware present in the hosting solution. Additional storage space can be purchased for additional fees. Your storage limit can be confirmed by email.

## **6. Bandwidth Restrictions**

So long as the bandwidth is generated entirely via pages created for your solution by Infracore we enforce no restriction.