

Service Level Agreement

The following Service Level Agreement (hereinafter referred to as the "Agreement") is made between Advanced Online Solutions, Inc. (hereinafter referred to as "AOS") and _____ (hereinafter referred to as "Customer") and shall be effective as of _____, 20___. As used in this Agreement, "you" or "your" refer to you, the Customer and "we", "our" or "us", AOS. Both AOS and Customer are referred to collectively as the "Parties". By signing this Agreement you acknowledge that you have read, understand, and agree to the terms provided herein.

Definitions

Network Connectivity: We are only responsible to keep and maintain our internal network connectivity, meaning the data center and all of its connectivity from uplink providers going into the data center. We shall not be held responsible for any connectivity problems caused in other networks outside of our internal network that are not within our control. Also, it is your duty to provide us with a proof of any loss of connectivity and/or other problems within our network.

Server Programs: The following items are Server Programs: DNS Servers, Web Servers, SQL Servers, and Mail Servers. Of course, these will only work assuming that you have configured everything correctly.

Hardware: All hardware related to the optimal performance of our network connectivity (routers, switches, firewalls, etc) and of our servers (physical hardware such as hard drives, CPU, etc).

Scheduled Maintenance Work: At the sole discretion of AOS, scheduled maintenance should be announced at least 24 hours before maintenance work will be executed. Under extreme emergency (such as DOS attack, security breach, etc.), we may perform a scheduled maintenance without prior announcement. In this case, the downtime period should be counted only until we perform such emergency maintenance.

Service Credit: It is your responsibility to ask for a service credit. You MUST send your Service Credit request through our support ticket only at <http://support.hostek.com>. Service credit refund is up to 100% of your monthly fee. No consideration will be given for any requests that are not initiated through our Support Ticket System.

Most Recent Backup: Since we provide daily backups, the most recent backup is generally the backup completed up to 24 hours before the data backup is requested to be restored. Dedicated server customers are responsible for their own backups.

Dedicated Servers: Dedicated servers are servers that are leased to the Customer and used solely by the customer. AOS's SLA as it applies to the Dedicated Servers is limited to the Network Connectivity, not including the server itself.

Our Service Level

It is our goal that AOS provide the quality of service that our customers expect and deserve. Unless otherwise noted, we guarantee that our internal network connectivity, server programs, and hardware required to serve Customer's web presence/application will be up and working at least 99.9% or better in any given month. Therefore, you should not experience downtime of more than 43 minutes in any given month (measured from the first day of every month). This uptime guarantee excludes any scheduled maintenance work that may, unfortunately, force the downtime for a period of time until the maintenance work is done. In the event that our uptime is not 99.9%, we offer you a service credit of 5% of your hosting fee for that month for any 0.2% (or 1 hour 26 minutes in any given month starting from the first month) of downtime beyond our uptime guarantee of 99.9%. This service credit can only be given once in any one-month period, is not refundable upon cancellation, and can only be used for current or future charges.

AOS shall do a nightly backup of our customer's data to our backup server(s). In the rare event of hardware failure and we can not provide you with the most recent backup, you are entitled to an immediate refund of hosting charges, limited to 3 months.

Resellers – All service credits shall be applied to the reseller account itself. We will credit the reseller account under this SLA for downtime of their own site, as well as their customer sites meeting the above requirements.

Credit Request and Payment Procedures

To request a credit, Customer must send their request details to AOS by creating a Customer Support Ticket at <http://support.hostek.com>. All requests in connection with this SLA must include the domain name(s) and the dates and times of the unavailability of Customer's Web site and must be received by AOS within 72 hours after Customer's Web Site was not available. It would be very helpful for Customer to provide a ping and trace route report in the Support Ticket so we can view the routes taken to our network. If the unavailability is confirmed by AOS, credit(s) will be applied within 7 days after AOS's receipt of Customer's credit request. Credits are not refundable upon cancellation and can be used only towards future billing charges. 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 or reseller for such month for the affected Services. Credits are exclusive of any applicable taxes charged to Customer or collected by AOS 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.

Exceptions

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

1. Circumstances beyond our reasonable control, including, without limitation, acts of God, acts of any governmental body, war, insurrection, terrorism, 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, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this Agreement;
2. Failure of access circuits to our network, unless such failure is caused solely by AOS;
3. Scheduled maintenance, emergency maintenance, upgrades, including security patch updates which may require a restart;
4. DNS issues outside the direct control of AOS;
5. Issues with FTP, POP, IMAP, or SMTP customer access;
6. False Agreement breaches reported as a result of outages or errors of any AOS measurement system;
7. 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, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of our Terms of Service Policy;
8. Email or webmail delivery and transmission;
9. DNS (Domain Name Server) Propagation.
10. Outages elsewhere on the Internet that hinder access to your account. AOS is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. AOS will guarantee only those areas considered under the control of AOS: our server links to the Internet, our routers, and our servers.

Customer Name: _____ **Date:** _____

Title: _____

AOS Representative: _____ **Date:** _____

Title: _____

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