



Service Level Agreement

The following Service Level Agreement (the "Agreement") by and between Advanced Online Solutions, Inc. d/b/a Hostek.com (collectively "Company" and includes any and all domain names owned by Company) and you as a "Customer" or a representative of an entity that is a Customer of Company. Company and Customer agree that this SLA shall be effective during any paid hosting period. By using Company services, Customer acknowledges that it has read, understands and agrees to the terms provide herein.

This SLA is intended to supplement any and all other agreements that Customer and Company may enter into, and to further define the responsibilities, obligations and promises between the parties. In the event the terms or conditions of this SLA conflict with any other agreement between Customer and Company, the terms of this SLA shall prevail.

SLA Terms of Service

Network Connectivity: Company is only responsible for maintaining its internal network connectivity, which includes the data center and connectivity to uplink providers. Company shall not be responsible for any connectivity problems caused in other networks outside of our internal network that are not wholly within Company's control. Customer must provide Company with proof of any loss of connectivity or other such issue caused by Company's internal network. Company reserves the right to dispute any proof submitted by Customer.

Server Programs: Company currently provides the following types of Server Programs: DNS; Web; Database; and e-Mail. It is the sole responsibility of Customer to configure its chosen Server Programs correctly.

Hardware: Machines and other forms of electronic components that are related to Company's Network Connectivity and Program Servers.

Scheduled Maintenance Work: Subject to the sole and absolute discretion of Company, Scheduled Maintenance Work will be announced no less than 24 hours before such Scheduled Maintenance Work begins. Under extreme emergencies (such as DDoS attacks, security breaches, etc.), Company may perform Scheduled Maintenance Work without any prior announcement. In this event, the downtime period will be counted until Company begins 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 <https://cp.hostek.com>. Service credit refund is calculated at 200% of unavailable service period, up to 100% of your monthly fee. No consideration will be given for any requests that are not initiated through our Support Ticket System. Example: Monthly Fee = \$100. Assuming a 1 hour outage, the credit would be calculated as 1 hour * 200% = 2 hour credit.

Most Recent Backup: The most recent backup is generally the backup completed up to 24 hours before the data backup is requested to be restored.

Service Level

Service level: Company's goal is to provide the quality of service that customers expect and deserve. Hostek guarantees a network uptime of 99.999%. This guarantee assures that all major routing devices within our network are reachable from the global internet 99.999% of the time, or better, in any given month. This uptime guarantee excludes any Scheduled Maintenance Work that may cause further downtime until the maintenance work is complete.

In the event that Company's uptime is not 99.999%, Company offers Customer a Service Credit at 200% as defined above in the Service Credit section above. This Service Credit is nonrefundable upon cancellation, and only applicable towards current or future charges.

A nightly backup is provided by default. Company strongly suggests customers opt for an offsite backup. Backups are performed using a third party tool combined with management of the backups using the third party application. Company puts forth a best effort in providing nightly or such selected backups that customer chooses; however, since this is utilizing a third party application, Company takes no responsibility regarding backups. It is the responsibility of Customer to perform their own backup.

Resellers – All Service Credits shall be applied to the reseller account itself. Company 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 Service Credit, Customer must send their request details to Company by creating a Customer Support Ticket at <https://cp.hostek.com>. All requests in connection with this SLA must include the domain name(s) (or server name if applicable) and the dates and times of the unavailability of Customer's Web site and must be received by Company 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 Company can view the routes taken to Company's network. If Company confirms the unavailability, the Service Credit(s) will be applied within 7 days after Company's receipt of Customer's Service Credit request. Service Credits are not refundable upon cancellation and can be used only towards current or future billing charges. Notwithstanding anything to the contrary herein, the total amount credited to Customer in a particular month under this SLA agrees to not exceed the total hosting fee paid by Customer or reseller for such month for the affected Services. Service Credits are exclusive of any applicable taxes charged to Customer or collected by Company 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 SLA in connection with any failure or deficiency of Web Site Availability caused by or associated with one or more of the following:

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 HOSTEK;
3. Scheduled maintenance, emergency maintenance, upgrades, including security patch updates which may require a restart;
4. DNS issues outside the direct control of HOSTEK;
5. Issues with FTP, POP, IMAP, or SMTP customer access;
6. False Agreement breaches reported as a result of outages or errors of any HOSTEK 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 Company's General Terms and Conditions of Service Agreement;
8. Email or webmail delivery and transmission;
9. DNS (Domain Name Server) Propagation; or
10. Outages elsewhere on the Internet that hinder access to your account. HOSTEK is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. HOSTEK will guarantee only those areas considered under the control of HOSTEK: our server links to the Internet, our routers, and our servers.

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