



Service Level Agreement (SLA)

<http://www.webhostforasp.net>

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The following terms and conditions of this Service Level Agreement (this "SLA") govern (A) the availability of the internal computer network ("Webhostforasp Network") owned by or operated on behalf of WEBHOSTFORASP.NET. ("Webhostforasp") to those persons that have purchased Products and Services directly from Webhostforasp (each, a "Customer") and (B) the right, under certain circumstances specified below, of a Customer to receive services credits in respect of the failure of Webhostforasp to provide the Products and Services purchased by Customer from Webhostforasp in accordance with (i) the Terms of Service (as in effect from time to time between the Customer and Webhostforasp, the "Terms of Service"), (ii) Webhostforasp's Acceptable Usage Policy, as in effect from time to time (the "AUP") and (iii) this SLA, each of which is incorporated herein by reference and made a part hereof (collectively, the "Agreement"). Capitalized terms used herein without being defined herein shall have the meaning ascribed to such capitalized term in the Terms of Service or AUP, as applicable. Customer's use of Webhostforasp's website, Webhostforasp Network, Products and Services is also subject to Customer's acceptance and compliance with Webhostforasp's Privacy Policy which Webhostforasp hereby reserves the right to amend, alter, modify, replace or suspend, from time to time in its sole discretion. Current copies of Webhostforasp's Terms of Service, AUP and Privacy Policy may be reviewed or printed by Customer at the Legal section of Webhostforasp's website. **CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT IT HAS READ, UNDERSTOOD AND ACCEPTED THE TERMS OF THE SLA AND AUP.**

By submitting the online order form, Customer hereby agrees to the following:

1. 100% Webhostforasp Network Availability Assurance: Webhostforasp assures each Customer 100% uptime availability of Webhostforasp Network and all redundant internet connectivity, including all associated network services (i.e. bandwidth, routers, switches, and cabling,) covered by this SLA. In the event that Webhostforasp fails to provide Customer with the products and services purchased by Customer in accordance with the Customer Agreement and such failure results from the unavailability of Webhostforasp Network or any redundant internet connectivity, including all associated network services covered by this SLA (other than as specified below, each such event, a "Qualified Downtime Event"), Webhostforasp will issue Customer a Service Credit (as defined below) calculated as follows:

- a. *Managed Solutions.* In the case of products and services associated with Webhostforasp's Managed Solutions line of products and services, upon the passage of five (5) continuous minutes of a Qualified Downtime Event, the Service Credit shall equal five percent (5%) of the monthly fees payable by Customer in respect of such products and services for the month in which such Qualified Downtime Event occurred and thereafter during the pendency of such unavailability, the Service Credit shall increase by an additional five percent (5%) for each continuous thirty (30) minutes of a Qualified Downtime Event up to a maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such products and services for the month in which such Qualified Downtime Event occurred.
- b. *Self-Managed Servers.* In the case of services and products associated with Webhostforasp's Self-Managed Servers line of products and services, upon the passage of sixty (60) continuous minutes of a Qualified Downtime Event, the Service Credit shall equal three and one half percent (3.5%) of the monthly fees payable by Customer in respect of such products and services for the month in which such Qualified Downtime Event occurred and thereafter during the pendency of such unavailability, the Service Credit shall increase by an additional three and one half percent (3.5%) for each continuous thirty (30) minutes of Qualified Downtime Event up to a maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such products and services for the month in which such Qualified Downtime Event occurred.
- c. *Economy Servers.* In the case of services and products associated with Webhostforasp's Economy Servers line of products and services, Customer shall have no right to any Service Credit whether or not a Qualified Downtime Event has occurred.

All Service Credits are calculated by Webhostforasp on a "per-event-basis" each calendar month and in no event will downtime or unavailability be cumulated during any monthly period for purposes of determining a Customer's right to any Service Credit. The following events do not constitute a Qualified Downtime Event or qualify for any Service Credit under this SLA: (i) Scheduled Maintenance (as defined below) or (ii) Customer generated outages created by failed equipment, customer mis-configurations, exploited servers, or traffic in excess of the maximum allowed by contract. Service Credits are based directly on all equipment and/or services affected by a network outage. Products, services or hardware not related to the network outage do not qualify for a Service Credit. Redundant Internet connectivity is measured as traffic routing into and out of a Customer's equipment through Webhostforasp

Network out to internet backbone carriers and does not include third party carrier latency or peering issues not utilized by Webhostforasp.

2. Service Credits: means a credit, calculated in accordance with this SLA, issued by Webhostforasp to the Customer in respect of products and services contracted for, but not delivered by Webhostforasp in accordance with the Customer Agreement due to a Qualified Downtime Event. Service Credits do not constitute a refund in respect of any product or service and may not be paid for or exchanged for cash or other monetary consideration or value. Service Credits are not available (i) to any Customer that is more than thirty (30) days past due on any amount owing to Webhostforasp or any Customer that has breached the Customer Agreement or (ii) in respect of any products or services contracted for with Webhostforasp's Economy Server line of products and services. Valid approved Service Credits will appear as a credit for products and services and be applied against the amounts owing in respect of such products and services on the next billable invoice following the month in which occurred the Qualified Downtime Event giving rise to such Service Credit. In order for a Customer to qualify for a Service Credit, the Customer must (A) have purchased and paid for either Webhostforasp's Managed Solutions line of products and services or its Self-Managed Servers line of products and services, (B) utilize redundant input network drops running Hot Swap Router Protocol (HSRP) in its equipment and (C) submit a request for a Service Credit in writing via Webhostforasp's Orbit system to billing@webhostforasp.net within ten (10) days from the date of event giving rise to the requested Service Credit. Failure to request a Service Credit in accordance with the terms of this SLA will result in an automatic waiver of any rights to such Service Credit under this SLA in respect of the event giving rise to such Service Credit.

3. Scheduled Maintenance: Customer hereby acknowledges that Webhostforasp may, from time to time, perform maintenance service on Webhostforasp Network, with or without notice to Customer, which may result in the unavailability of Webhostforasp Network. Downtime or unavailability resulting from Scheduled Maintenance shall not constitute a Qualified Downtime Event or qualify for any Service Credit. Scheduled Maintenance means all such maintenance services for which Webhostforasp gives Customer at least five (5) days prior notice of such maintenance services via Webhostforasp's outage mailing list maintained on Webhostforasp's Orbit system. Customer must subscribe to Webhostforasp's outage mailing list and provide accurate and timely information in Webhostforasp's Orbit system in order for Webhostforasp to notify Customer of all Scheduled Maintenance. Customer's failure to subscribe to Webhostforasp's outage mailing list or to provide accurate and timely information on Webhostforasp's Orbit system may result in the forfeiture of any Service Credit based on downtime or unavailability arising from Scheduled Maintenance for which Customer did not receive timely notice. Emergency maintenance and maintenance for which Webhostforasp has not given Customer notice in accordance with this SLA shall not be deemed Scheduled Maintenance for purposes of this SLA.

4. DISCLAIMER: Webhostforasp shall not be liable for the failure or delay in performing its obligations hereunder or under the Customer Agreement if such failure or delay is due to external circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of Webhostforasp's products and services. Webhostforasp agrees to exercise reasonable efforts to mitigate the damage arising from such occurrences; however, under no circumstances will Webhostforasp or its affiliates be held liable for any cost, expense, liability, claim or damage due to such interruptions. In no event shall Webhostforasp or its affiliates be liable to Customer or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, cost of cover, loss of income or cost of replacement services. Customer acknowledges and agrees that the receipt of a Service Credit as provided for in this SLA constitutes Customer's sole and exclusive remedy, and Webhostforasp's sole and exclusive liability, for any failure by Webhostforasp to provide Customer with the products and services purchased by Customer in accordance with the Customer Agreement which results from a Qualified Downtime Event. Webhostforasp reserves the right to amend, modify or terminate this SLA, the AUP, the Privacy Policy and the Terms of Service from time to time, and a Customer's use of Webhostforasp's products and services and Webhostforasp Network after any such amendment, modification or termination of this SLA, the AUP, the Privacy Policy or the Terms of Service is posted on the legal department page of Webhostforasp's website (www.webhostforasp.net) will constitute the Customer's acceptance of any such amendments, modifications or termination.

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