

## **Service Level Agreement ("SLA") – 2HOST**

The following SLA only applies to Dedicated servers with an SLA #2 and #3 plan.

### **100% Network Uptime**

2HOST guarantees 100% network availability for our public Internet network. In the event that our network does not experience 100% network uptime in a given month, 2HOST will refund 5% of the customer's monthly service fees for those servers affected for each 30 minutes of network downtime experienced up to 50% of the monthly service fees for those servers affected.

### **3Hour Hardware Replacement Guarantee**

2HOST guarantees to replace any failed server hardware components provided by 2HOST at no cost to the client within three hours of problem identification. In the event that it takes 2HOST longer than three hours to replace any failed hardware component after problem identification, 2HOST will refund the customer 5% of the monthly service fees for each 60 minutes of downtime up to 50% of client's monthly service fees for the affected server.

### **Terms**

All SLA claims must be filed by opening a support ticket within 7 days of the incident. The support ticket must include all relevant information, including server id, IP address, full description of the incident, and any logs (if applicable). All SLA credits will be issued as service credits against future invoices.

Network downtime is measured from the time the network is 100% unreachable until connectivity has been restored. Any scheduled downtime or network maintenance will not apply towards this downtime calculation. The 100% network uptime guarantee does not apply to any software or services running on a client's server and/or account, nor to any hardware within a client's server.

Clients currently in arrears for services do not qualify for SLA claims. Clients participating in malicious or aggressive activities, thereby causing attacks or counterattacks, do not qualify for SLA claims and shall be in violation of the AUP.

2HOST will proactively monitor service uptime, and these monitoring systems will be the sole arbitrator of system availability.