



Service Level Agreement (SLA)

Network SLA

Dedico, LLC assures Customer 100% uptime availability of Dedico, LLC's Network covered by this SLA. Subject to the complete unavailability of Dedico, LLC's Network or the failure of Dedico LLC's Network to pass Customer's TCP/IP traffic with less than three percent (5%) packet loss and less than 50ms latency across Dedico, LLC Network (other than due to a failure of Dedico, LLC Hardware or as specified below, each such event, a "Network Downtime Occurrence"), Dedico, LLC will issue Customer a Service Credit calculated as follows.

A Network Downtime Occurrence shall start upon Customer's submission of a written trouble ticket specifying that a Network Downtime Occurrence has occurred and the details associated with such Network Downtime Occurrence. All such trouble tickets must be submitted by Customer through Dedico, LLC's customer portal (<http://support.dedico.com>) or through Dedico, LLC's technical support department support@dedico.com and are subject to confirmation by Dedico, LLC prior to qualifying for any Service Credit. The Service Credit shall equal five percent (5%) of the monthly fees payable by Customer in respect of such portion of the Services affected for the month in which such Network Downtime Occurrence first occurred and thereafter dependent upon such unavailability, the Service Credit shall increase by an additional five percent (5%) for each continuous thirty (30) minutes of a Network Downtime Occurrence up to a maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such portion of the Services affected for the month in which such Network Downtime Occurrence first occurred.

All Service Credits are calculated by Dedico, LLC on a "per-event-basis/per-related-series-of-events-basis" 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 Network Downtime Occurrence or qualify for any Service Credit under this SLA: (i) Scheduled Maintenance or (ii) Customer generated outages created by failed equipment or Dedico, LLC Hardware, 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 Downtime Occurrence. Products, services or hardware not related to a Network Downtime Occurrence do not qualify for a Service Credit. Redundant Internet connectivity is measured as traffic routing into and out of a Customer's equipment through Dedico, LLC Network out to internet backbone carriers and does not include third party carrier latency or peering issues not utilized by Dedico, LLC.

Infrastructure SLA

Dedico, LLC assures Customer 100% uptime availability of Dedico, LLC Infrastructure covered by this SLA. In the event that Dedico, LLC fails to provide Customer with the Services purchased by Customer in accordance with the Agreement and such failure results from the unavailability of all or any portion Dedico, LLC Infrastructure (other than due to a failure of Dedico, LLC Hardware, Dedico, LLC Network or as specified below, each such event, a "Infrastructure Downtime Occurrence"), Dedico, LLC will issue Customer a Service Credit calculated as follows.

A Infrastructure Downtime Occurrence shall start upon Customer's submission of a written trouble ticket specifying that a Infrastructure Downtime Occurrence has occurred and the details associated with such Infrastructure Downtime Occurrence. All such trouble tickets must be submitted by Customer through Dedico, LLC's customer portal (<http://support.dedico.com>) or through Dedico, LLC's technical support department (support@dedico.com) and are subject to confirmation by Dedico, LLC prior to qualifying for any Service Credit. Upon the passage of thirty (30) continuous minutes of a Infrastructure Downtime Occurrence, the Service Credit shall equal five percent (5%) of the monthly fees payable by Customer in respect of such portion of the Managed Hosting Services affected for the month in which such Infrastructure Downtime Occurrence first occurred and thereafter dependent upon such unavailability, the Service Credit shall increase by an additional five percent (5%) for each continuous thirty (30) minutes of a Infrastructure Downtime Occurrence up to a maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such portion of the Managed Hosting Services affected for the month in which such Infrastructure Downtime Occurrence first occurred.

All Service Credits are calculated by Dedico, LLC on a "per-event-basis/per-related-series-of-events-basis" 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 Infrastructure Downtime Occurrence or qualify for any Service Credit under this SLA: (i) Scheduled Maintenance or (ii) Customer generated outages created by failed equipment or outages due to any third party provider of power or other services to Dedico, LLC. Service Credits are based directly on all equipment and/or

Data Backup and Recovery

This Section shall apply only if Customer has purchased backup services from Dedico, LLC as a portion of the Services. Dedico, LLC All such backups will be stored in a central repository on Dedico, LLC's Network and shall be retained for the time period specified in Customer's Order Form. Dedico, LLC shall initiate restoration of Customer's backed-up data stored onsite within two (2) hours of its receipt of Customer's trouble ticket requesting such restoration. Dedico, LLC shall initiate restoration of Customer's backed-up data stored offsite within four (4) hours of its receipt of Customer's trouble ticket requesting such restoration. Customer shall be entitled to one (1) onsite restorations or one offsite restoration per month at no cost – all additional restorations shall be billed by Dedico, LLC at its then current standard hourly rates for professional services. Dedico, LLC will verify the successful initiation and completion of all backup and restoration sessions. In the event that Dedico, LLC fails to initiate any no-cost restoration in accordance with the time frames provided for in this Section, Customer shall be entitled to receive a Service Credit of \$100 per event up to an aggregate maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such Services for the month in which such events first occurred.

Device Monitoring

Dedico, LLC will monitor, on a 24-hour basis, each of the following: (i) TCP ports (HTTPS, HTTP, SMTP, POP3 etc.) for dedicated servers and server clusters only for service availability, (ii) server ping every five (5) minutes for general server availability, (iii) status events on servers and network devices, including network availability, process status, file system capacity and backup status, (iv) core operating system and application log files for critical/warning events, (v) key performance metrics for a server's operating system and select applications and databases.

Server Hardware SLA

Dedico, LLC guarantees the implementation of new equipment from reputable manufacturers. Failure of any hardware device does NOT constitute a Downtime Event and does NOT qualify for a Service Credit. Dedico, LLC will replace failed server hardware with available parts on hand within 1 hour of notice of failure by a Dedico, LLC qualified technician. However, certain hardware is to be considered special and not readily available for replacement and subsequently must be special ordered from 3rd party manufacturers and may take up to 3 business days to replace. Dedico, LLC will make a good faith effort to find a temporary solution but makes no guarantees in that regard.

Scheduled Maintenance

Customer hereby acknowledges that Dedico, LLC may, from time to time, perform maintenance service on Dedico, LLC Network, Dedico, LLC Hardware or Dedico, LLC Infrastructure, with or without notice to Customer, which may result in the unavailability of Dedico, LLC Network, Dedico, LLC Hardware or Dedico, LLC Infrastructure. Downtime or unavailability resulting from Scheduled Maintenance shall not constitute a Downtime Occurrence or qualify for any Service Credit.