



MASTER SERVICE AGREEMENT

SERVICE LEVEL AGREEMENT (SLA)

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This Service Level Agreement covers server hardware, operating systems, power, bandwidth, support and the CyberOne Data, LLC (CyberOne) network.

1. Coverage

CyberOne's commitment to uptime performance applies to any CyberOne client in good financial standing with CyberOne at the time of a service outage.

Note: CyberOne's system of monitoring shall be the exclusive monitoring system used to verify SLA breaches or downtime. No third party monitoring system will be recognized.

2. Service Level Agreement & Specifications

Network downtime (unavailability) is defined as 100% packet loss from CyberOne to its backbone providers. Downtime is measured by the past 10 minutes after notification of network failure via CyberOne's online ticketing system. If the ticketing system itself is unreachable, the ticket must be started by calling CyberOne Support at 1-833-292-3766. CyberOne's administrators will determine the end of the downtime by a trace-route to the customer's machine from outside the CyberOne network.

3. Credits

Customers may be entitled to credits as calculated below and as measured 24-hours a day in a calendar month, with the maximum credit not to exceed fifty percent (50%) of the monthly service charge for the affected month. Any credit is only for the service provided that was interrupted. A monthly charge for an additional hard drive, for example, would not be included in the monthly service charge for purposes of determining the credit to be applied for a power failure.

Minutes of continuous downtime credit:

- a. 1-4 60 minute intervals 10%
- b. 5+ 60 minute intervals 50%

In order for you to receive a credit on your account, you must request such credit within three (3) calendar days if you experienced down time. You must request a credit by sending in a ticket to the billing queue. Approved credits will usually be applied within sixty (60) days of your credit request. Credit to your account shall be your sole and exclusive remedy in the event of an outage.

4. Restrictions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of website availability caused by or associated with:

- a. Circumstances beyond CyberOne's reasonable control, including, without limitation, acts of any governmental body, war, acts of terrorism, insurrection, 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 or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;

b. Failure of bandwidth providers to the CyberOne Network, unless such failure is caused solely by CyberOne;

c. Scheduled maintenance and emergency maintenance and upgrades;

d. DNS issues outside the direct control of CyberOne;

e. Issues with FTP, POP, IMAP, or SMTP customer access;

f. False SLA breaches reported as a result of outages or errors of any report system;

g. Acts or omissions of Customer or its agents, employees, contractors or 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 CyberOne's Terms and Conditions and Acceptable Use Policy;

h. Email or webmail delivery and transmission;

i. DNS (Domain Name Server) Propagation;

j. Outages elsewhere on the Internet that hinder access to your account. CyberOne is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it.

CyberOne will guarantee only those areas considered under the control of CyberOne

k. If a customer changes login credentials on a server and CyberOne cannot monitor access, then this SLA is null and void and no credits will be applied for any reason.

5. Latency Commitment

CyberOne will make all reasonable efforts to keep latency at or better than industry "Average Round-Trip Latency" times. With respect to a given month, it means the average time required for round-trip packet transfers between selected POPs on the CyberOne Network during such month will meet or exceed "Average Round-Trip Latency" times, however, if "Average Round-Trip Latency" times are not achieved or exceeded, then upon Customer's request (in accordance with the procedure set forth below), CyberOne will issue a credit to Customer equal to a maximum, in any one calendar month, of one day's worth of the Access Fee (as defined below) paid by Customer for such month.

6. Packet Loss Commitment

CyberOne's goal is to keep average packet loss on the CyberOne Network to 1% or less. "Average Packet Loss", with respect to a given month, means the average percentage of IP packets transmitted on the CyberOne Network during such month that are not successfully delivered, as measured by CyberOne. If Customer's average packet loss exceeds 1% during a calendar month, then upon Customer's request (in accordance with the procedure set forth below), CyberOne will issue a credit to Customer equal to a maximum, in any one calendar month, of one day's worth of the Access Fee (as defined below) paid by Customer for such month. The terms of this SLA relating to average round-trip latency and average packet loss will take effect the first full calendar month after Customer's first use of the CyberOne Network.

7. Server Environmental/Critical Systems Commitment

With respect to environmental/critical systems, including power and HVAC (72 degrees +/-5 degrees) infrastructure including UPSs, PDUs and cabling, CyberOne is committed to making those critical systems



available 100% of the time in a given month (excluding scheduled maintenance). Should downtime occur, CyberOne will credit the Customer's accounts as outlined above in the "credits" section. Critical systems should be considered to include functioning of all power and HVAC infrastructure including UPS equipment and cabling. Power supplies of individual servers are not included. Critical systems downtime should be considered to exist when a Customer's server is shut down due to power or heat problems and a ticket has been opened for the incident in the CyberOne ticket tracking system. A system ticket must be opened within a reasonable amount of time by Customer in order to request a credit. Critical System downtime is measured from the time the ticket is opened regarding server downtime to the time the problem is resolved and the server comes back on line.

8. Fee Definitions

The "Monthly Service Charge" paid by Customer for standard server packages, includes the use of the server, the use of electricity to the extent provided to the Customer without additional charge and up to the amount of data transfer allowed each month without additional charge. The monthly service charge for purposes of the SLA credit excludes all other fees that might be charged to the Customer, including, without limitation, charges relating to managed services, incremental bandwidth usage and fees for electricity, extra IP addresses, RAM, or hard drives beyond that which are available without additional charge under CyberOne's standard rates. This list of potentially excluded fees is offered solely for purposes of illustration and not by way of limitation.

9. End of Life

From time to time, CyberOne may find it necessary to discontinue supporting products and/or services for a number of reasons, including but not limited to product line enhancements, upgrades and third party discontinuances of products or services. When a product or service offered or supported by CyberOne reaches its end of life (EOL), CyberOne will provide Customer an initial EOL notification, End of Support (EOS) dates, and other key information pertaining to the product or service. CyberOne's cessation of support for a product or service under this provision shall not be considered a breach of this SLA or any other agreement.