

Service Level Agreement



1. Dedicated & Managed Hosting Service Level Agreement.

- 1.1. **Server Hardware Replacement.** The processor, RAM, hard disk, motherboard, NIC card, and Power Supply (Server Hardware) for your servers will function properly at all times (except during Maintenance Windows). This guarantee does not cover time required to perform applicable data restores and backups if required to replace faulty Server Hardware. Any breach by us of this guarantee is referred to as a "Server Hardware Interruption."
- 1.2. **Power and HVAC Availability.** The power and HVAC systems for your server (Power System) will function properly at all times (except during Maintenance Windows). Any breach by us of this guarantee will be referred to as a "Power System Interruption."
- 1.3. **100% Network Uptime.** The network for your server will be functioning and available at all times (except during Maintenance Windows). Any breach by us of this guarantee will be referred to as a "Network Uptime Interruption."
- 1.4. **Length of Interruption.** The duration of a Server Hardware Interruption will be measured from the time the ticket you open with us (the "SLA Ticket") is received and validated by Codero technicians, or from the start time of the Breach or Interruption that is validated by Codero technicians to the time Codero, in Codero's sole discretion, considers the interruption ended. The duration of a Power System Interruption or a Network Uptime Interruption will be measured from the time Codero determines that the interruption began until the time that Codero, in its sole discretion, considers the interruption ended.
- 1.5. **Remedies.** For each continuous thirty minute (a) Server Hardware Interruption, (b) Power System Interruption, or (c) Network Uptime Interruption, Codero will credit your account five percent (each a "Downtime Credit") of your monthly charges for interrupted Dedicated Hosting Services, up to 100% of such charges. If services are paid for more than one month at a time, the credit will be based on the monthly equivalent of the interrupted services. Interruptions lasting less than thirty continuous minutes will not qualify for Downtime Credits.
- 1.6. **Procedures.** To receive a Downtime Credit, you must submit an SLA Ticket through ServerPortal.com within seven days of an interruption. Your SLA Ticket must contain (a) a description of the service interrupted, (b) the applicable IP address, (c) your account number and contact information, and (d) a full description of the service interruption, including logs, if applicable. Codero will determine, in its sole discretion, the validity of each claim. For each valid claim Codero will issue a Downtime Credit within fourteen days of its determination that the claim is valid.
- 1.7. **Limitations.** You may qualify for Downtime Credits for more than one type of guarantee, but the total of Downtime Credits given in any one month cannot exceed 100% of your charges for Dedicated Hosting Services in the month the service interruption occurred (or monthly equivalent, as described in Section 1.5 if services are paid for more than one month at a time), will not be paid in cash, and are limited by this Agreement.
- 1.8. **Exceptions.** Downtime Credits may not be issued (and any applicable Downtime Credits may be forfeited) if (a) your account is past due or has been suspended or cancelled by Codero, (b) you have been notified by Codero three or more times in the preceding twelve months that your account is in arrears or is (or may be) in violation of this Agreement, or (c) a service interruption is due to an action or actions taken by you or by another person that you have authorized to access your account. Any customer who makes false or repetitive claims will be charged fifty dollars for each such claim.
- 1.9. **Support Problems You Cause.** If we determine that the issues identified in an SLA Ticket were the result of

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your action or inaction, Codero technical support required to repair these actions taken (or by another person authorized to access your account) will be billed to you as additional support at Codero's then-current rate.

1.10. Maintenance windows. Codero "Maintenance Windows" include both Scheduled Maintenance Windows (for example, you receive prior notice) and Emergency Maintenance Windows (for example, because of immediate threats to Codero systems or to your server, you receive no prior notice).

2. Cloud Service Level Agreement.

2.1. VM Hardware Replacement. The processor, RAM, hard disk, motherboard, NIC card, and Power Supply (VM Hardware) for your VMs will function properly at all times (except during Maintenance Windows). This guarantee does not cover time required to perform applicable data restores and backups if required to replace faulty VM Hardware. Any Codero breach of this guarantee will be referred to as a "VM Hardware Breach."

2.2. Power and HVAC Availability. The power and HVAC systems for your VM (Power System) will function properly at all times (except during Maintenance Windows). Any Codero breach of this guarantee will be referred to as a "Power System Breach."

2.3. Remedies. Except as set forth below, for every continuous thirty minute period your VM experiences either a (a) VM Hardware Breach, (b) Power System Breach, (c) Network Uptime Interruption, or (d) VM Setup breach, Codero will deduct five percent off (each a "Downtime Credit") of the charges on your next billing statement for the breached VM, up to 100% of such charges, but only for the level of Cloud Services that were in place at the time of the applicable breach. You may not receive multiple Downtime Credits for multiple breaches that occurred at the same time, will not be paid in cash, and are limited by this Agreement.

2.4. Procedures. In order to qualify for a Downtime Credit, you must submit an SLA ticket to Codero via ServerPortal.com. The length of each VM Hardware Breach, Power System Breach, Network Uptime Breach, or VM Setup Breach (each within the definition of a Breach) will be measured from the time the SLA Ticket is received, or from the start time of the Breach or Interruption that is validated by Codero technicians to the time Codero, in its sole discretion, considers the issue resolved.

2.5. Limitations. You may qualify for Downtime Credits for more than one type of guarantee, but the total Downtime Credits given in any one month may never exceed 100% of the charges you incur for using Cloud Services whether such charges are (a) incurred in the next month (for monthly billing), (b) incurred during the current billing period (for hourly billing), or (c) incurred during the current month (for secondary storage).

2.6. Exceptions. Downtime Credits may not be issued (and any applicable Downtime Credits will be forfeited) if your account is past due or your account has been suspended or cancelled by Codero for any reason. In addition, Downtime Credits may not be issued if guarantee failure arises out of (a) any action taken by you or another person authorized to access your account, (b) the failure of systems, internet infrastructure, network equipment, power, facilities, connections or services provided by a third party to Codero, or (c) application, software, or operating system failures, denial of service attacks, hacker activity, or other malicious events.

2.7. Maintenance Windows. Codero "Maintenance Windows" include both Scheduled Maintenance Windows (for example, you will receive prior notice) and Emergency Maintenance Windows (for example, because of immediate threats to Codero systems or to your VM, you may receive no prior notice).

2.8. This SLA provides our only liability for malfunctions of, defects in, or any other performance-related issues associated with a particular Service. Your sole and exclusive remedy against us for failure to meet the metrics set out in the SLA shall be the remedies set out in this document.