

# SERVICE LEVEL AGREEMENT

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## **Uptime Guarantee**

"Uptime" refers to the amount of time the Services are available, as measured solely and only by Cologuys's internal monitoring systems. "Downtime" refers to the amount of time the Services are unavailable, as measured solely and only by Cologuys's internal monitoring systems. Cologuys guarantees that its Networking and Connectivity services will be available 100% of the time. In the event such level of service is not provided, Cologuys will credit your account in an amount as determined in the chart below, reflecting credit percentages of the monthly fees paid by you to Cologuys for the Services, but not payments made for any of the following products and services: domain name registration, software licenses, IP address charges, set up fees, shipping and handling, SSL certificate fees, labor charges, and other services which are unrelated to Uptime.

1. 100% will result in a credit of: 0%
2. 99.1% to 99.9% will result in a credit of: 5%
3. 98% to 99% will result in a credit of: 10%
4. 95% to 97.9% will result in a credit of: 25%
5. 90% to 94.9% will result in a credit of: 50%
6. 89% or below will result in a credit of: 100%

To receive a credit, you must submit a support ticket to the billing department. Each request in connection with this Agreement must include the dates and times of the Downtime, the name and IP address of the server or servers which experienced the Downtime. The request must be received by Cologuys within ten (10) business days after the incident of Downtime. If the unavailability is confirmed by Cologuys, credit will be applied to Your Cologuys account within thirty (30) days of receipt of your credit request.

The total amount credited to you in a particular month under this Agreement shall not exceed the total amount of fees paid by you for such month for the affected Services. Credits are exclusive of any applicable taxes charged to you or collected by Cologuys and are your sole and exclusive remedy with respect to any Downtime.

The provisions of the Agreement pertaining to Force Majeure are unaffected by these terms referring to Uptime Guarantee. Moreover, downtime caused by any of the following shall not result in any obligation by Cologuys to provide credit to you:

1. Emergency maintenance
2. Scheduled maintenance
3. System upgrades
4. Domain name system (DNS) problems outside of Cologuys's control
5. Issues with FTP, POP, IMAP, or SMTP customer access
6. Acts or omissions by you or any of your employees or agents, resulting in downtime
7. Any negligence, willful misconduct, or use of the services in breach of Cologuys's Acceptable Use Policy
8. Problems with users' web browsers, DNS, or other caching that might make it appear the Services are unavailable even though others can still access the Cologuys servers.

#### **Hardware Replacement Guarantee**

Cologuys strives to maintain the integrity of the hardware used to provide its services, and any Downtime caused by hardware failure shall be credited pursuant to this Agreement. Cologuys maintains a stock of all essential hardware necessary to provide the Services. Cologuys shall replace any and all substantially malfunctioning hardware within 2 hours of Cologuys becoming aware of such substantial malfunction.

The amount of time for replacement of hardware shall be measured from the moment that Cologuys determines that the hardware must be replaced, and does not include time spent diagnosing the problem, researching other solutions, investigating the cause of the failure or time spent installing software, restoring backups or other, similar situations.

In the event that Cologuys fails to meet this hardware replacement guarantee, Cologuys will issue, to You, account credits in the amount of 10% of the base monthly server rent for each hour after the first hour of the monthly service fee for the server in question to a maximum of 50% of the cost of the server itself (excluding any management, upgrades or additional services associated with the server in question.)

To receive a credit, you must submit a support ticket to the billing department. Each request in connection with this Agreement must include the dates and times of the hardware replacement situation, the name and IP address of the server or servers which experienced delayed replacement. The request must be received by Cologuys within ten (10) business days after the incident. Upon confirmation by Cologuys, credit will be applied to Your Cologuys account within thirty (30) days of receipt of your credit request.