

Service Level Agreement (SLA)

Network Access Availability

Network Data Center Host, Inc's ("NDC Host", "NDC") network access availability objective is to have connectivity available 100% of the time. Network access unavailability consists of the number of minutes that NDC Host's network connectivity is not available to you ("the customer", "you", "your"). Network access availability is measured from the point where your traffic enters the NDC network up to the point where your traffic leaves the NDC Network and enters the network of any other carrier or third party including third party data transit ("loops", "local loops") mediums. Network downtime is calculated commencing on the date and time on which NDC Host opens a trouble ticket and ending on NDC Host's confirmation that the NDC Host network is restored. If NDC Host does not meet the 100% target for network access availability, as your sole and exclusive remedy, NDC Host will, upon written notice from you, credit your account for each cumulative hour of network access unavailability or fraction thereof in any calendar month, the prorated charges for two hours of the NDC Host monthly recurring charges for the network access services under the applicable service order, not to exceed one month's charges for network access services in that service order period ("term").

Power Availability

NDC Host's power availability object is to have NDC Host supplied AC power provided to your space or equipment 100% of the time. Power unavailability consists of the number of minutes that power was not available to your space measured from the time the power unavailability is detected by NDC Host to the time power is restored. If NDC Host does not meet the 100% objective for power availability, as your sole and exclusive remedy, NDC Host will, upon written notice from you, credit your account for each cumulative hour of power unavailability or fraction thereof in any calendar month, two hours of the NDC Host monthly reoccurring charges for the power service under the applicable service order, not to exceed one month's charges for power in that service order period.

Leased Hardware Availability

NDC Host's Leased Hardware services objective is for the Hardware to be available 100% of the time. This includes all NDC Host provided hardware (dedicated server, leased switch equipment, and components of the like) and additional internal components. In the event of a failure of a NDC Host provided hardware component, NDC Host at no cost to you will replace failed components, all replaced components and systems will be of functional equivalent performance quality. In the event a functional performance equivalent is unavailable a superior product (in the opinion of NDC Host) will be supplied. If NDC Host does not meet the 100% target for Leased Hardware availability, as your sole and exclusive remedy, NDC Host will, upon written notice from you, credit your account for each unscheduled outage in any calendar month, the prorated charges for one day of the NDC Host charges for Leased Hardware services in that service order.