

SERVICE LEVEL AGREEMENT



Network Uptime Service Level Agreement: CtrlSwitches guarantees network uptime to be 100%. This guarantee assures that all major routing devices within our network are reachable from the global Internet 100% of the time.

Hardware Replacement Service Level Agreement:

CtrlSwitches guarantees that in the event of a dedicated server hardware failure, the faulty hardware will be replaced within 30 Minutes of identifying the problem. In the event that this guarantee is not met, CtrlSwitches will issue a credit for ten times the actual amount of additional downtime recorded by service monitoring logs. The amount of compensation may not exceed the customer's monthly recurring charge. This guarantee does not include the time it requires to perform additional software related maintenance, including rebuilding web accounts from backups, cloning hard drives, reloading the operating system, reloading and configuring applications, or rebuilding RAID arrays.

Network Uptime Service Level Agreement:

CtrlSwitches guarantees network uptime to be 100%. This guarantee assures that all major routing devices within our network are reachable from the global Internet 100% of the time.

Network SLA Remedy:

In the event that CtrlSwitches does not meet this SLA, Dedicated Hosting clients will become eligible to request compensation for downtime reported by service monitoring logs. If CtrlSwitches is or is not directly responsible for causing the downtime, the customer will receive a credit for 5 times (500%) the actual amount of downtime. This means that if your server is unreachable for 1 hour (beyond the 0.0% allowed), you will receive 5 hours of credit.

All requests for compensation must be received within 5 business days of the incident in question. The amount of compensation may not exceed the customer's monthly recurring charge. This SLA does not apply for any month that the customer has been in breach of CtrlSwitches Terms of Service or if the account is in default of payment.

Response Time SLA's

CtrlSwitches's fully-managed and core-managed customers are covered by three types of initial response time guarantees:

- Help Desk Initial Response Time Guarantee (6Hours and Resolution within 24hours).
- Phone Answer Time Guarantee (Within a Minute).
- LiveChat Initial Response Time Guarantee (Within a Minute in Working Hours).

The Help Desk Initial Response Time Guarantee (Within 6 Hours and Resolution within 24hours):

That means that when you submit a trouble ticket via our help desk system you are guaranteed a response from an Experienced Support technician within 6hours max. If CtrlSwitches fails to respond

within 6 hours, you will be credited 5 times the amount of time exceeding our SLA commitment. That means that if your ticket goes 1 hour past our stated initial response time guarantee, your account will receive a 5 hour hosting credit.

Phone Answer Time Guarantee (Within a Minute):

We guarantee that a live Heroic Support Agent will answer your phone call within a minute from the time you select the department you wish to speak with. If CtrlSwitches fails to respond within a minute, you will be credited 5 times the amount of time exceeding our SLA commitment. That means that if your phone call goes 6 minutes past our stated initial response time guarantee, your account will receive a 1 hour hosting credit.

LiveChat Initial Response Time Guarantee (Within a Minute in Working Hours):

We guarantee to have a Live Support Agent answer your LiveChat within a minute after selecting the department and accurately completing the pre-chat survey questions. If CtrlSwitches fails to respond within a minute, you will be credited 5 times the amount of time exceeding our SLA commitment. That means that if your LiveChat goes 6 minutes past our stated initial response time guarantee, your account will receive a 1 hour hosting credit.

Compensation:

All requests for compensation must be received within 5 business days of the incident in question. The amount of compensation may not exceed the customer's monthly recurring charge. This SLA does not apply for any month that the customer has been in breach of CtrlSwitches Terms of Service or if the account is in default of payment. Duplication of SLA compensation is not allowed. Only one SLA credit may be given per incident. For example: if a network outage SLA event and a phone SLA event happen simultaneously, SLA compensation will only be given for one of the events.

CtrlSwitches utilizes some third party services to provide responses to customers. These include, but are not limited to, our LiveChat system. If a third party system's failure prevents CtrlSwitches from honoring the Response Time SLA requirements the SLA event will be ineligible for compensation.

Network SLA Exclusions:

Many possible situations are completely beyond the control of CtrlSwitches, and therefore are not in the scope of this SLA. **These situations include:**

Scheduled Network Maintenance-

occasionally network maintenance will be required. CtrlSwitches will do everything possible to minimize and avoid downtime during this maintenance. You will receive prior notification of upcoming maintenance at the e-mail address we have on file. Scheduled maintenance periods are not eligible for SLA credits.

Hardware Maintenance-

on rare occasions, the hardware in your Dedicated Server may need maintenance or replacement. CtrlSwitches will do everything possible to minimize any downtime in these situations as per our hardware replacement SLA. Any downtime incurred as a result of this maintenance will not be counted towards our network SLA.

cPanel Issues-

if you choose to run cPanel and Web Host Manager on your Dedicated Server, the default install will be configured for automatic updates of cPanel related software. On occasion, one of these automatic updates could adversely affect all or part of the cPanel related software on your server.

Malicious Attacks-

if a third party not associated with CtrlSwitches initiates a "Denial of Service" or other form of disabling attack against your Dedicated Server or major portions of our network, CtrlSwitches will do everything in its power to stop the attack, but cannot guarantee a resolution time.

Legal Actions-

In the case that a legal action is taken against a customer of CtrlSwitches and CtrlSwitches is required to act in accordance with the order, CtrlSwitches shall not be responsible for any SLA damages. CtrlSwitches will do whatever is necessary to fix any illegal problems.

Software Maintenance-

an important part of managing a dedicated server is keeping the software up to date. If you choose to have CtrlSwitches manage your server, occasional software updates will be required to address security or performance issues. Usually you will experience little or no downtime in these situations.