



SHARED WEB AND MAIL HOSTING SERVICE LEVEL AGREEMENT (SLA) – 2010

This **Service Level Agreement (SLA)** (“Service Level Agreement ” or “Agreement” or “SLA”) is by and between
Bizcom Web Services, Inc. (**the "Company"**)
5711 Six Forks Road, Suite 211
Raleigh, NC 27609

and

the party (“**Client**” or “**You**” or “**Your**”) named in the related proposal, order and/or quotation (together with any subsequent order forms submitted by Client, the "**Order Form**").

Company and You agree to the following provisions:

THIS SERVICE LEVEL AGREEMENT (SLA) DEFINES SERVICE LEVELS FOR CERTAIN HOSTING AND RELATED SERVICES INCLUDING THE BIZCOM CONTENT MANAGEMENT SYSTEM (CMS) (TOGETHER THE “HOSTING SERVICES”) PROVIDED TO YOU BY THE COMPANY AND ALSO SETS FORTH ADDITIONAL TERMS AND CONDITIONS OF SERVICE. THIS SLA IS SUBJECT TO CHANGE BY THE COMPANY AT ANY TIME.

1. Technical Support

Company will provide Your primary technical contact with 30 minutes of free technical support to setup Company server(s), assist with system access and address server related issues. Company does not provide support for third-party web applications, software, scripts, databases or any components developed by You.

Non-critical support hours: 9 AM to 5 PM EST, Monday through Friday, excluding U.S. national holidays

IMPORTANT: Technical support inquiries emailed directly to staff members may not be answered

Company servers are monitored 24/7/365. All support-related inquiries must be directed to the Company’s support website located at <https://support.bizcomweb.com>. You are encouraged to register for a support account ASAP as it can take up to 24 hours to approve new registrations. Support is billed at Company’s standard hourly rate at the time of service. Rates are noted on Company website and/or within your proposal or quote. Support contracts may be purchased from Company for priority support-issue turnaround times and to reduce your overall support costs. Customers that do not purchase a support contract will receive support at BizCom’s standard hourly support rate with a general turnaround time of no more than 40 business hours from the date and time of the original ticket creation. All support request turnaround times are dependent on the size and complexity of the issue, therefore, Company cannot guarantee turnaround times.

Upon submitting a support request ticket, you will be required to provide the main account holders name, your domain name, account username, phone number and a full description of the problem including



error messages, screenshots, and other troubleshooting information as requested by technical support personnel. Failure to provide all of these details may result in the support request being returned to you and/or a delay in getting the issue resolved. The technical support team assigns the highest priority to customer inquiries related to the service unavailability. Please verify your support issue before submitting a support ticket to avoid unnecessary charges.

After hours support: After hours support is limited to system outages only. You should call our office at 919-855-8399 and choose the emergency after hour support option.

2. Billing and Other Account Related Inquiries

Billing inquiries should be addressed to our Billing department at billing@bizcomweb.com.

Hours: 9 AM to 4:00 PM EST, Monday through Friday, excluding U.S. national holidays

Phone: 919-855-8399

Please note: Company must receive notice of billing disputes within thirty (30) days of the date your credit card was charged for services.

Sales inquiries should be addressed to Sales Department at sales@bizcomweb.com.

Hours: 9 AM to 6 PM EST, Monday through Friday, excluding U.S. national holidays

3. Escalation

If you have unresolved concerns with Company's service or technical support issues, please contact the Customer Support Manager at criticalsupport@bizcomweb.com. The initial response should arrive within one business day. As issues may be complex or require extensive investigation, resolution cannot be guaranteed within any certain time period.

4. CMS Control Panel and Web Site Management

Web and Email Hosting account holders are provided with Company's VPN connectivity software and server FTP access credentials. CMS customers are provided with a website address and username/password in which to access the CMS Control Panel. You will use these tools to perform all routine account and web site management tasks. Help is available online at Company's support site and within the CMS Control Panel Help section. If You experience difficulty using these services, Technical Support personnel will familiarize you with them using your 30 minutes of free technical support time mentioned in section #1 of this agreement. Technical Support staff shall not be expected to train or perform for you the tasks that you need to accomplish. Company may schedule time to train or assist you with certain tasks for which You will be billed at BizCom's standard hourly rate.

Company's Web and Email Hosting services does not include installation of third-party software beyond the standard configuration outlined in your plan's description. Requests for modification to the standard configuration will be considered on a case-by-case basis. Approval of such modifications will be at the Company's sole discretion and will be based upon maintaining security, functionality, usability and stability of Company systems within the shared server environment.

5. Maintenance



i. Scheduled Maintenance:

To ensure optimal performance of the servers, the Company will perform routine maintenance on the servers on a regular basis which may require servers to be temporarily removed from service. The Company reserves one hour of server unavailability per month for maintenance purposes. This server unavailability will be excluded from the uptime calculations. The maintenance is typically performed during off-peak hours. The Company will provide You with advanced notice of maintenance whenever possible.

ii. Emergency Maintenance:

Under certain circumstances the Company may need to perform emergency maintenance, such as security patch installation or hardware replacement under Hardware Replacement Guarantee. The company will not be able to provide You with advanced notice in case of emergency maintenance. This server unavailability due to emergency maintenance will be excluded from the uptime calculations.

iii. Hardware Replacement:

Company will use industry standard practices to determine whether server hardware is functioning properly and will use its best efforts to replace non-functioning hardware with similarly functioning hardware within eight business hours from the time the problem is identified. In the case where this time is exceeded, the excess downtime is counted against Server Availability guarantee.

6. Network Availability

The Company guarantees at least 99.5% Network Availability. Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through the Company's network from/to IP transit provider (Internet backbone). Server's unavailability resulting from loss of Network Availability is excluded from servers availability calculations if the Network Availability loss is caused by any factor(s) beyond the Company's control, including but not limited to such factors as IP transit provider (backbone) or end user's portion of the network (commonly known as "last mile") failure, denial of service or similar attacks directed at the Company's servers or the Company's network.

7. Servers Availability

Company's primary commitment is to provide outstanding hosting services to all customers. To support this commitment, Company observes the following schedule of remedies for any failure to meet the express guarantees in this Service Level Agreement.

i. Web Server Availability

The Company guarantees at least 99.5% Web Server Availability. Web Server Availability is defined as the ability to retrieve the HTTP headers from the hosting server, calculated on a monthly basis. The Company does not monitor availability of individual web sites but only monitors the server availability as a whole. Denial of service attacks or other types of attacks directed toward Company's network of servers resulting in or contributing to downtime will not be included in Web Server Availability calculations.

ii. Web Applications Availability Note

Web Server Availability guarantee does not cover availability of specific applications or servers products (such as ASP.NET applications) deployed on Web Server. Performance of



such applications largely depends on the quality of code comprising such application, which is beyond Company's control.

iii. Database server availability

The Company guarantees at least 99.5% Microsoft ® SQL Server (database) server availability. Database availability is defined as the ability to receive a response from SQL Server on its port, calculated on a monthly basis. The Company will not monitor availability of individual SQL databases but only monitors the server availability as a whole. Denial of service attacks or other types of attacks directed toward Company's network of servers resulting in or contributing to downtime will not be included in SQL Server Availability calculations.

iv. Mail Server Availability

The Company guarantees at least 99.5% Mail Server Availability. Mail Server Availability is defined as the ability to retrieve the SMTP and POP headers from the mail server, calculated on a monthly basis. The Company will not monitor availability of individual mail accounts or mailboxes but only monitors the server availability as a whole. Denial of service attacks, mail bombing, and other flooding techniques directed toward Company's mail servers resulting in or contributing to downtime will not be included in Mail Server Availability calculations. The outgoing email protocol used on the mail server (SMTP) is a "store-and-forward" type of protocol that does not guarantee immediate delivery of email messages. If the mail server's first email delivery attempt fails, it will re-attempt delivery according to a predefined schedule. If the message fails to be sent for 24 to 72 hours, the messages will be returned to the sender.

In addition to the foregoing exclusions, You shall not receive any credits under this SLA in connection with any failure or deficiency of Availability caused by or associated with:

- Circumstances beyond Company's control including, war, strike or other labor disturbance, unavailability/interruption/delay in telecommunications, virus attacks and/or hackers, third party software failure, fire, flood, tornado, earthquakes, acts by any governing body, embargo, boycott, or inability to obtain supplies, raw materials, or power used in or equipment needed for provision of this Service Level Agreement
- Failure of access circuits to the Company's Network, unless the failure is caused solely by Company
- Emergency maintenance, scheduled maintenance, and system upgrades
- Domain name system (DNS) problems outside of the control of Company
- Issues with FTP, POP, IMAP, or SMTP customer access
- Your acts or omissions (or acts or omissions of others engaged or authorized by you), including, without limitation, custom scripting or coding (ie., PHP, Python, CGI, Perl, HTML, ASP, etc...), any negligence, willful misconduct, or use of the Services in breach of Company's Acceptable Use Policy;
- Problems elsewhere on the internet that prohibit you from viewing your account. Company is not responsible for browser, DNS, or other caching that might make it appear your site is unavailable even though others can still access your information. This guarantee covers areas Company controls such as our servers, routers, and switches.



8. Exclusive Remedies

i. Network and server availability

If network or server availability for any full calendar month is below the uptime availability levels set forth above, **as your sole and exclusive remedy, and as Company's sole liability**, the Company will issue a refund to You according to the schedule below.

Server availability Amount of the refund as a percentage of monthly fee:

99.0% to server guarantee level 5% of monthly fee credited
98.0% to 98.9% 10% of monthly fee credited
95.0% to 97.9% 15% of monthly fee credited
90.0% to 94.9% 25% of monthly fee credited
89.9% or below 2.5% credited for every 1% of lost availability up to the maximum total penalty limit

To receive a refund for downtime, you must (a) be in good financial standing with the Company, and (b) send an email or written refund request to the Billing Department (billing@bizcomweb.com) in the month immediately following the month for which You are seeking a refund. Refund requests must include a description of the issue, your account username and the dates and times of server unavailability. The Billing Department will compare information provided by You to the server availability monitoring data the Company maintains. A refund is issued if the Company can confirm from the monitoring data the server availability warranting the refund.

ii. Total Penalty Limits

The total refund to You for any account may not exceed 50% of the monthly fees charged to that account during the month for which the refund is to be issued, unless the amount to be refunded is less than \$1.00 in which case the refund amount will be \$1.00. Only one refund and refund level is available in any given month.

9. Server Software

Company will exercise industry standard practices to ensure that all pre-installed software is correctly configured. In case there is more than one way to configure the software, Company will choose the configuration it determines, in its sole discretion, to be the most appropriate. Company will install security patches, updates, and service packs as soon as practical. Software updates may change system behavior and functionality and as such may negatively affect your applications. Company cannot foresee nor can it be responsible for service disruption or changes in functionality or performance due to implementation of software patches and upgrades. If such disruption or changes occur, Company will provide its best efforts to remedy the situation as soon as possible after being notified of the problem by You.

Company may be required by its software licensors to upgrade to the latest versions of the software. Licensor-required upgrades will be performed free of charge and upon reasonable notice to You. Software upgrades on Company's servers will occur at Company's discretion upon reasonable notice to You. Company is not responsible for problems that may arise from incompatibilities between new versions of the software and your website, web application or database regardless of whether it was a requested, required or discretionary upgrade. Nevertheless, Company will provide its best efforts to help You to find a workaround.



Log processing (web reporting) software is provided on an "as is" basis. Company will not be held responsible for bugs in the software or for interpreting the reports generated by the software. Company, in its sole discretion, can upgrade the software to newer versions or replace it with different software upon providing a reasonable notice to You. Company cannot foresee nor will it be responsible for any incompatibility of newer versions and other software You may choose to use in conjunction with the log processing software.

10. Storage Capacity; Data Transfer; Server Resources

Each account is allotted storage capacity and data transfer amounts on Company's servers according to the plan and options selected by You. Company does not cap your storage capacity and or bandwidth limits as this would cause server to stop accepting, processing, or delivering data when the purchased limit is reached. Instead, these storage size and data transfer allotments will automatically increase as additional disk space and bandwidth is required. In order to avoid additional charges, it is Your responsibility to monitor your disk space and bandwidth usage. This information can be found in the CMS Control Panel and through your website Traffic and Usage statistics package.

Your Web and FTP servers are configured to log all requests to the log files. The normal retention period is one month. The log files are stored in shared server space and not counted towards account's allotted storage capacity. The maximum size of stored log files is limited 1 Gigabyte. When this limit is exceeded, the oldest log files are deleted to bring the usage within allowed limit. Shared servers resources are shared among all accounts hosted on the same server. Company configures servers in such a way so the accounts are separated from each other to the maximum possible degree. However, due to its nature, shared resources accessibility level cannot be guaranteed.

11. Ownership of Data

All data created by You and/or stored by You within Company's applications and servers are considered by Company to be your property and is for your exclusive use. Company shall allow access to such data by authorized Company personnel and shall provide access in compliance with Company's Privacy Policy located at http://www.bizcomweb.com/docs/privacy_policy.pdf. Company makes no claim of ownership of any web server content, email content, or any other type of data contained within the account holder's server space and applications on Company's servers, unless Company has a good faith belief that such content or data is owned by Company, its agents, affiliates or vendors.

12. Data Integrity

Company employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data is written to multiple disks simultaneously to prevent data loss in the event of hardware failure. Company performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at Company's sole discretion. COMPANY SHALL NOT PERFORM A BACK UP OR RESTORE DATA UPON YOUR REQUEST UNLESS SUCH BACK UP IS PROVIDED AS A SERVICE UNDER YOUR PURCHASED PLAN.

13. Data Retention

COMPANY SHALL NOT BE RESPONSIBLE FOR RETAINING ANY OF YOUR DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS



AFTER THE ACCOUNT IS TERMINATED AND FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. COMPANY SHALL NOT RESTORE, PROVIDE ON ANY STORAGE MEDIA OR SEND OUT ANY DATA PERTAINING TO EXISTING OR TERMINATED ACCOUNTS.

14. Customer Responsibilities

To access Company services You must provide at the very minimum: • an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading; • a fully functional Internet browser; • a fully functional POP/SMTP e-mail program (client) or Microsoft Outlook for MAPI connections to Exchange Server. Direct access to SQL Server databases and/or RDP access to any Shared Hosting server is not permitted.

15. Privacy Statement

Company values the privacy of its customers. Please refer to Company's Privacy Policy a http://www.bizcomweb.com/docs/privacy_policy.pdf for further information.