

HOSTWAY

Cloud SLA



FLEXCLOUD SERVER UPTIME:

At Hostway we are very proud to offer one of the industry's most comprehensive cloud hosting service level agreements (SLA). We are committed to providing our clients with the most reliable hosting solutions, services, and facilities.

Our FlexCloud Server Infrastructure incorporates high availability features including automated failover of instances, fully redundant hosting (via our infrastructure, network, and storage hardware), and enterprise class Storage Area Networks to increase performance and reliability. Hostway deploys, operates and maintains the cloud computing infrastructure and our services include the provisioning capacity on this cloud infrastructure. You will rent capacity on our infrastructure (a "FlexCloud Server"), which you will access over the internet via our control panel.

Each individual FlexCloud Server will deliver 100% uptime (excluding scheduled maintenance) within the Hostway network. Only problems known to Hostway in the hardware and hypervisor layers that deliver the FlexCloud Servers are considered failures or "downtime" under this SLA. Under no circumstances will failures occurring beyond the Hostway network fall under the terms of this SLA.

NETWORK AVAILABILITY:

Hostway guarantees that our network will be available 100% of the time (excluding scheduled maintenance). Network uptime consists of the functioning of all Hostway network infrastructure including cabling, switches and routers. Services or software running on your server are not included in the definition of our network, and are therefore not included in our calculation of Network uptime.

Network downtime exists if your FlexCloud Server is unable to transmit and receive data and a ticket is opened for the issue in the Hostway ticket tracking system. Network downtime is measured from the time the ticket is opened to the time that Hostway records the problem as resolved.

Contact your Account Manager for additional information and terms regarding Hostway's Network Uptime Guarantee.

INFRASTRUCTURE GUARANTEE:

Hostway guarantees that our critical systems, including power and HVAC, will be available 100% of the time (excluding scheduled maintenance). Critical systems include the functioning of all power and HVAC infrastructure including UPS equipment and cabling. Power supplies of individual servers are not included.

Critical systems downtime exists if your FlexCloud Server is shut down due to power or heat problems and a ticket is opened for the issue in the Hostway ticket tracking system. Critical systems downtime is measured from the time the ticket is opened to the time that Hostway records the problem as resolved.

Contact your Account Manager for additional information and terms regarding Hostway's Critical Systems Uptime Guarantee.



PERIODS OF UNAVAILABILITY:

Hostway network and cloud computing infrastructure, including your FlexCloud Server, will be available for 100% of the time, you acknowledge that there may be periods where your FlexCloud server is unavailable due to:

- Insufficient payment to cover your use of the Hostway services.
- Your acts or omissions (or those of your users).
- Software running within your FlexCloud Servers.
- Force Majeure - Delays caused by circumstances beyond Hostway's reasonable control.
- Scheduled maintenance (including but not limited to the FlexCloud Server infrastructure, the Hostway Network, or any Critical Systems).
- Actions of third parties, including (but not limited to) security compromises, denial of service attacks and viruses.
- Violations of our Terms of Use Policy (http://www.hostway.com/legal/terms_of_use.html).
- Law enforcement activity.

If your FlexCloud Server becomes unavailable due to one of the aforementioned reasons, it will not constitute failure or "downtime" under this SLA and will not result in credits being issued to you.

REMEDY:

If at any time the availability of your FlexCloud Server is less than 100% for any reason other than one described above under "Periods of Unavailability" (for example, unavailability as a result of a Hostway network outage or a failure of Hostway's critical systems), then Hostway will credit your account with a prorated portion of your FlexCloud Server's monthly fee for each hour of downtime reported to and logged by Hostway.

The aggregate credits issued to you pursuant to this SLA in any given month may not exceed the total monthly fee for that FlexCloud server. Credits are not refundable and will be applied only toward future payments.