

## Gigenet Support & Remote Hands SLA

### 1. Coverage; Definitions

This Service Level Agreement ("SLA") applies to you ("Customer") if you have ordered any virtual web hosting, VPS, dedicated server, co-location, or DDoS protection services (the "Services") from Gigenet (the "Company") and your account is current (i.e., not past due). As used herein, the term "Response Time" means the amount of time in minutes that it takes the Company to acknowledge receipt of and dispatch qualified personnel to begin work on a written request for technical support or remote hands, as measured by the Company.

### 2. Service Level

#### 1. Goal:

The Company's goal is to provide fast, quality technical support to its Customers on a 24 hour per day, 365 day per year basis.

#### 2. Remedy:

Subject to Sections 3 and 4 below, if the Response Time for a written request for technical support or remote hands exceeds fifteen (15) minutes from the time at which the request is submitted by the Customer, Company will issue a credit to Customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

| Response Time      | Credit Percentage |
|--------------------|-------------------|
| 0 to 15 Minutes    | 0%                |
| 15 to 30 Minutes   | 5%                |
| 30 to 60 Minutes   | 10%               |
| 60 to 120 Minutes  | 25%               |
| 120 to 240 Minutes | 50%               |
| Over 240 Minutes   | 100%              |

### 3. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency to meet the Response Time guidelines above which is caused by or associated with:

1. Circumstances beyond Company's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, denial of service attacks, hackers, viruses, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts), or inability to obtain raw materials or supplies used in or equipment needed for provision of this SLA;

2. Scheduled maintenance and emergency maintenance and upgrades;

3. Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of Company's Terms and Conditions and Acceptable Use Policy;

4. Insufficient information provided by the Customer to authenticate the validity of their request, including without limitation, Customer's account information, logins and passwords needed to access equipment, correct equipment identification, missing or invalid IP address(es);

5. Inability to communicate with Customer by phone, email, or chat.

### 4. Credit Request and Payment Procedures

To receive a credit for a breach of this SLA, the Customer must make a request in writing by submitting a support ticket at <http://support.gigenet.com>. The ticket MUST include the domain name of the Customer's account, the Customer's account number, the date & time(s) of breach of the SLA, and the ticket must be submitted by an authorized contact on the account. Requests for credit must be properly submitted according to these terms and received by Company within ten (10) business days after the breach occurred. If the breach is confirmed by Company, credits will be applied within two billing cycles after Company's validation of the Customer's credit request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to Customer in a particular month under this SLA shall not exceed the total fees paid by Customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to Customer or collected by Company and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability of Customer's Services.