

## SLA

**Velocity Hosting Service and its agent PowerVPS** has highly available network connections and offers a 99.9% uptime guarantee. This applies to the availability of our network and not your personal internet connection.

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## SLA

PowerVPS Availability Guarantee ensures Internet connectivity is provided to PowerVPS customers 99.9% of the time and, as set forth below; PowerVPS will credit Customer's account if PowerVPS fails to meet this Network Uptime Guarantee during any given calendar month. At Customer's request, PowerVPS will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the PowerVPS Network was not available to the customer, but will not include unavailability which Customer fails to report to PowerVPS within five days, or any unavailability resulting from

- (a) Scheduled PowerVPS Network Maintenance,
- (b) Equipment failure,
- (c) Customer's applications or equipment,
- (d) acts or omissions of Customer
- (e) any use or user of the service authorized by Customer or
- (f) reasons of Force Majeure.

For each cumulative one half hour (30 minutes) of Network Unavailability or fraction thereof in any calendar month, Customer's account shall be credited for the pro-rated charges for one day of the PowerVPS Monthly Fee, up to but not exceeding the monthly hosting fee. This does not include additional charges such as bandwidth overages.

### Limitations of Guarantee

The total credit granted to customer by any aspect of this Service Level Guarantee during any calendar month will not exceed the monthly fee for the same calendar month.

All guarantees will not apply if downtime or unavailability occurs during standard PowerVPS maintenance windows, when Customer is notified at least 24-hours in advance of maintenance activities or unavailability of service guarantees. PowerVPS.

Credits or remedy will be provided only upon request of the customer. Requests for credit due to Internet Connectivity must be received within 5-days of the failure.

No guarantee or remedy will be provided at any time for failures determined attributable to reasons of Force Majeure.

This SLA is subject to change at the sole discretion of PowerVPS, without notice to Customer. The most recent revision of this document will be posted to PowerVPS web

site. All changes made to the SLA will be effective five (5) days after the first publishing date.

This SLA in no way construes PowerVPS will guarantee performance against failures of application specific failures, such as web server software, operating system software, failing hardware, web site application features, database performance or related components. It will be at PowerVPS sole discretion to determine fault and identify failure to perform under the obligations of this SLA.