



## **SERVICE LEVEL AGREEMENT**

SISTEMAS EDENIA INTERNACIONAL, S.A., a corporation established under the laws of Costa Rica under legal I.D. # 3-101-090127, from here on referred to as CR SERVERS, will provide its customers with technical support on setup of their account and contracted hosting service, access and other account related issues will be provided to the primary contact registered on account free of charge. CR SERVERS does not provide support for web applications, third party software, scripts, or components from third parties or developed by the customer. All servers are monitored 24 hours a day, 7 days a week, 365 days per year and support agents are available by ticket system or phone 24 hours a day, 7 days a week, 365 days per year as posted in the support section of our company site. Please open a ticket from within your account with the full description of the problem. Please do not send messages or open multiple tickets on the same issue. Tickets must be opened from inside the customer's "Client Area" and specified as to what department they are addressed. Tickets or emails containing support issues sent to other departments such as billing or sales could be delayed or may not be answered. CR SERVERS is committed to providing the customer with superior network performance, service, and support. Our Service Level Agreement (SLA) provides up-time guarantees if you have ordered a shared web hosting account, VPS server, dedicated server, or colocation rack space and your account is in good financial standing. Hardware replacement guarantees are additionally provided for dedicated servers. Any SLA credits are applied as a credit toward future services. Customers currently in arrears or in collections for monthly service payments do not qualify for any SLA credits or claims. Any past service issues or credits in no way affect any current SLA claims. Network Uptime Guarantee CR SERVERS' servers connect to the Internet through redundant high-speed connections on diverse backbones ensuring data delivery to the end user in the fastest, most efficient manner possible. CR SERVERS guarantees a 99.9% network uptime excluding previously notified scheduled maintenance and upgrades. CR SERVERS' network combined with 24/7/365 monitoring by highly qualified network engineers and administrators, guarantee the functioning of all network infrastructure including routers,



switches, power strips, and cabling 99.9% of the time. Claims In the event that there is network outage, CR SERVERS will credit the monthly service charge for the following month's service as calculated below, with the maximum credit not to exceed 25% of the monthly service charge for the affected month. Network outage means any outage in which end customers are unable to access the customer's site, due to a failure in CR SERVERS network. CR SERVERS is not responsible for connectivity issues resulting from failure of any other network than one which is solely owned by CR SERVERS. CR SERVERS will ONLY be held responsible for its network and not for general conditions on the Internet. Delays that occur outside CR SERVERS' routers caused by backbone failures/congestion, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications, or third party services (including DNS propagation) resulting in degradation of service and high packet loss or similar conditions, cannot be guaranteed by CR SERVERS. When purchasing services from

CR SERVERS, customer agrees that CR SERVERS will not be held responsible for any loss of sales or revenue as a result of network outages or website and server inaccessibility. CR SERVERS will offer Network outage service credits to customers in accordance with the following schedule. Server availability is defined as 99.9% uptime over the course of a year or its representative fraction as defined by a specific time allotment: Server Availability / Credit 99.9% / Guaranteed 98%-99.8% / 5% 96%-98.99% / 10% 90%-95.99% / 15% 89.99% or below / 25% Hardware Replacement (Dedicated Servers Only) CR SERVERS uses top of the line hardware and components and will replace any failed component at no cost to the customer. Hardware repair/replacement will begin immediately upon identification of the hardware failure. Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card, and other related hardware included under the server lease. The time required to repair/replace hardware does not include software reinstallation and/or data recovery from backup tapes/disks (time frame depends on size of disk). The maximum credit shall not exceed 25% of the monthly service charge. CR SERVERS will offer hardware replacement service credits to customers in accordance with the following schedule: Timeframe from Notification of Hardware Failure / Credit Within 4 Hours / Guaranteed Within 4 Hours 1



Minute - 6 Hours / 5% Within 6 Hours 1 Minute - 8 Hours / 10% Within 8 Hours 1 Minute - 12 Hours / 15% Greater than 12 Hours 1 Minute / 25% Service Credit Request Procedure In order for you to receive a credit on your account, you must request such credit within 72 hours after you experience hardware failure or network outage. You must follow these steps:

1. Send a request by opening a ticket from inside your CR SERVERS Client Account with your domain name in the subject.
2. Include all support ticket numbers that relate to your request. Include your server's IP address or domain name, and the times of unavailability of your service and any additional information pertinent to the claim.
3. Credits will usually be applied to the following month's service within 30 days of CR SERVERS' acceptance of the request. Credit to your account shall be the sole and exclusive remedy in the event that there is a network outage or hardware failure.

**Claims Review Process:** All claims must be submitted via our ticket system from inside your Client Area. Claims will be acknowledged within three (3) business days and reviewed within ten (10) business days of receipt. Upon coming to a decision, the customer will be notified via the ticket system whether the appropriate service credit will be issued on the next invoice or reject the claim by specifying the basis for rejection. Exceptions Customer shall not receive any credits under this SLA if failures are caused by or associated with any of the following:

Circumstances beyond CR SERVERS' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, acts or omissions of third party not engaged or authorized by CR SERVERS, 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, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement.

Scheduled maintenance (with 72 hours of confirmed notice of having received notification



and anticipated down time this might cause). Notifications will be sent via email to primary contact of account for such events and emergency maintenance.

Any other acts or omissions of Customer or others authorized by Customer, including without limitation, any negligence, willful misconduct, or use of the CR SERVERS Network or CR SERVERS services in breach of CR SERVERS' Terms of Service Policies.

"CR SERVERS Network" means the CR SERVERS owned and operated Internet Protocol (IP) routing infrastructure consisting solely of CR SERVERS measurement devices at selected CR SERVERS points of presence and the connections between them.

Credit Accumulation Policy CR SERVERS will redeem claimed credits on the next hosting bill up to a total of 40% of the month's total hosting bill, any credits going beyond this will be accumulated towards the hosting bill for the next period.

In the event of termination of this Agreement for any cause, the Supplier will continue to be paid up to the effective date of termination for any fees or expenses due for services delivered up to that date.

Should the Client become entitled to claim damages from the Supplier, the Supplier will be liable only for the amount of the Client's actual direct damage up to the amount that the Supplier has actually received from the Client as payment for the specific services or items that are the subject of the claim. The Supplier is not responsible for any damages caused by the failure of the Client or its Affiliates or other suppliers to perform their responsibilities. The limitation of liability included in this section will survive this Agreement.