

Contegix Infrastructure SLA

Network Quality

Internet Connectivity

Contegix's Availability Guarantee ensures Internet connectivity is provided to Contegix customers 100% of the time and, as set forth below; Contegix will credit Customer's account if Contegix fails to meet this Network Uptime Guarantee during any given calendar month. At Customer's request, Contegix will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the Contegix Network was not available to the customer, but will not include unavailability that Customer fails to report to Contegix within five days, or any unavailability resulting from

- (a) Scheduled Contegix Network Maintenance,
- (b) any Customer owned/maintained circuits or 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 Contegix Monthly Fee, up to but not exceeding the monthly hosting fee. This does not include additional charges such as bandwidth overages.

Customer Equipment Monitoring

Reporting and Notification

Contegix's Reporting and Notification guarantee is to notify Customers within 1 hour after Contegix's determination that Customer's service is unavailable. Contegix's standard procedure is to ping Customer's equipment housed in our data center every 300 seconds. If Customer's equipment does not respond after two consecutive 300-second ping cycles, Contegix will deem the service unavailable and will contact Customer's designated point of contact by a method elected by Contegix (telephone, email, fax or pager). Customer is solely responsible for providing Contegix accurate and current contact information for Customer's designated point of contact. Contegix will be relieved of its obligations under this Network Uptime Guarantee if Contegix's contact information for customer is out of date or inaccurate due to Customer's action or omission or if Contegix's failure is due to reasons of Force Majeure.

If Contegix fails to meet this Network Uptime Guarantee, at Customer's request, Customer's account shall be credited the pro-rated charges for one day of the Contegix Monthly Fee for the service with respect to which this Guarantee has not been met; provided, that Customer may obtain no more than one credit per day, irrespective of how often in that day Contegix failed to meet the Network Uptime Guarantee.

Technical Support Guarantee

Contegix's Technical Support Guarantee is that Contegix staff will be available in the event customers need to request technical support 24 hours per day, 7 days per week. Contegix's technical support is only guaranteed through Contegix's online support system. Customers requiring support shall complete the online form and indicate the level of urgency. If emergency



support is required (server not responding) select the emergency support window. Contegix guarantees that any emergency support ticket submitted to Technical Support will receive a response from Contegix support staff within 2 hours of delivery.

If Contegix fails to meet this Technical Support Guarantee, at Customer's request, Customer's account shall be credited the pro-rated charges for one day of the Contegix Monthly Fee for the service with respect to which this Guarantee has not been met; provided, that Customer may obtain no more than one credit per day, irrespective of how often in that day Contegix failed to meet the Technical Support Guarantee.

Infrastructure Quality

AC Power Availability

Contegix's Power Availability Guarantee is to have AC power provided to Contegix's Data Center and Customer's co-located equipment, 100% of the time and, as set forth below, Contegix will credit Customer's account if Contegix fails to meet this Power Availability Guarantee during any given calendar month. "Power Unavailability" consists of the number of minutes that power was not available to Customer's co-located equipment, but will not include co-location power unavailability, which Customer fails to report to Contegix within five days, or any unavailability resulting from (a) any Customer circuits or equipment, (b) Customer's application or equipment, (c) acts or omissions of Customer, or any use or user of the service authorized by Customer or (d) reasons of Force Majeure. For each cumulative hour of Power Unavailability or fraction thereof in any calendar month, Customer's account shall be credit the charges for one day of the Contegix Monthly fee.

Facilities Security

The data center facilities are controlled access environments. All entrance into the data center is restricted via biometric access equipment and database logged for on-demand review.

Network Infrastructure

Contegix guarantees the data center facility will utilize a "dual entrance fiber facility" with a minimum of two competing fiber-optic telecommunication providers. The fiber-optic networks connected to the host management facility will enter the building in different concealed locations and leave the facility in a minimum of two diversified geographical paths with a minimum of 500ft of buried and concealed underground cable.

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 rental or co-location fee for the same calendar month.

All guarantees will not apply if downtime or unavailability occurs during standard Contegix maintenance windows, when Customer is notified at least 24-hours in advance of maintenance activities or unavailability of service guarantees. Contegix will use the Customer's designated point of contact as set forth in the Reporting and Notification guarantee.

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. All other requests for credit must be received within one weeks of Contegix's failure to perform under the obligations outlined in this agreement.

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 Contegix, without notice to Customer. The most recent revision of this document will be posted to Contegix's web site at <http://contegix.com/support/sla>. All changes made to the SLA will be effective five (5) days after the first publishing date.

This SLA in no way construes Contegix 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 Contegix's sole discretion to determine fault and identify failure to perform under the obligations of this SLA.

Last Modified July 7, 2004

