



CLOUDCONNECT SERVICE LEVEL AGREEMENT

1. Definitions

This System Availability Service Level Agreement (SLA) applies to you (“Customer”) if you have ordered Sitka’s CloudConnect Service (“Services”) and your account is current. The term “System Availability” means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of the customer’s website is available for access by third parties via HTTP and HTTPS, as measured by Sitka Technology Group, LLC (“Sitka”).

2. Facilities

Sitka will maintain its computing and network infrastructure in secure data centers. SSL and SSH services are available to protect information exchanged between Internet clients and servers within our network. Our data centers provide for physical security of all managed servers and network equipment by way of cardkey, biometric scan, and physical keys. Cameras operate throughout the center on a 24x7 basis for additional security and monitoring. **Our data centers provide redundant HVAC units, fully redundant network paths to the Internet, a waterless fire suppression system, and UPS/backup power generation to help ensure availability and protect against loss.**

3. Service Level

Sitka’s goal is to achieve 100% System Availability for all customers. Subject to the exceptions listed below, if the System Availability of a customer’s system is less than 100%, Sitka will issue a customer credit in accordance with the following schedule—with the credit being calculated on the basis of the monthly service charge for the affected services:

SYSTEM AVAILABILITY CREDIT PERCENTAGE

99.9 to 100%	= 0%
98% to 99.8%	= 10%
95% to 97.9%	= 25%
90% to 94.9%	= 50%
89.9% or below	= 100%

4. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of System Availability caused by or associated with:

1. Circumstances beyond Sitka’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, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics, or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA.
2. Failure of access circuits to the Sitka network, unless such failure is caused solely by Sitka.
3. Scheduled maintenance and emergency maintenance and upgrades.
4. Domain Name Server (DNS) issues outside the direct control of Sitka.
5. Issues with FTP, POP, or SMTP customer access.
6. False SLA breaches reported as a result of outages or errors of any Sitka measurement system.
7. 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 Sitka’s Terms and Conditions and Acceptable Use Policy.
8. Email or webmail delivery and transmission.
9. DNS Propagation.

10. Outages elsewhere on the Internet that hinder access to your account. Sitka is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Sitka will guarantee only those areas considered under the control of Sitka:

- Sitka server links to the Internet
- Sitka's routers
- Sitka's switches
- Sitka's servers

5. Credit Request & Payment Procedures

To receive a credit, the customer must make a request by sending an email message to billing@sitkatech.com. Each request in connection with this SLA must include the customer's name, the dates and times of the unavailability of the customer's website, and must be received by Sitka within ten (10) business days after the close of the billing month in which the customer's system was unavailable. If the unavailability is confirmed by Sitka, credits will be applied within two billing cycles after Sitka's receipt of the credit request. Credits are not refundable and can be used only towards future billing charges.

The total amount credited to the customer in a particular month under this SLA shall not exceed the total hosting fee paid by the customer for such month for the affected services. Credits are exclusive of any applicable taxes charged to customer or collected by Sitka and are the customer's sole and exclusive remedy with respect to any failure or deficiency in the System Availability of the customer's system.

