

SERVICE LEVEL AGREEMENT

This service level agreement was last updated on April 27 2020.

This service level agreement is available for download at
<https://sargesites.com/legal-documents/service-level-agreement.pdf>

INTRODUCTION

Sarge Sites provides a market leading service, and is pleased to support it with this Service Level Agreement (“SLA”). This SLA is hereby incorporated into the Terms of Service, and made a part of it. Terms not defined in this SLA have the definitions set out in our Terms of Service. The remedies set out in this SLA are Client’s sole and exclusive remedy for issues covered by the SLA.

We reserve the right to make changes to this SLA at any time at our sole discretion. If we make changes to this SLA, we will provide notice of such changes by revising the date at the top of this SLA. Your continued use of our Services following notification of changes will constitute your acceptance of such changes. Please periodically review this SLA and check for any updates.

1. DEFINITIONS

“Necessary Services” means the portions of the Service that must be operational in order for any Client Website hosted on our platform to be accessible over Hypertext Transfer Protocol (HTTP). The Necessary Services do not include any systems, websites, or services external to Sarge Sites, our support system, our website, SSH / SFTP / phpMyAdmin access, or any other part of the Service which is not strictly necessary in order for Client Websites to remain accessible.

“Signup Date” means the date on which you subscribe to a hosting plan.

“Monthly Renewal Date” means the first (“1st”) day of any month that Sarge Sites shall provide necessary services. The renewal date will always be the first day of the month.

“Monthly Billing Period” means the time period from the Monthly Renewal Date until the day before the next Monthly Renewal Date (the last day of any given month). This period may be shortened for the first month of services.

For example, if the Signup Date is September 6, then the Monthly Billing Period is September 6 through October 1, but the next Monthly Billing Period is October 1 through October 31, etc.

Please note that billing for the *first* monthly billing period will be prorated to only account for the remaining time in the month of signup.

“Downtime” means any period of time in which the Necessary Services are unavailable to the Client.

“Covered Downtime” means the total duration in minutes of Downtime occurring during a Monthly Billing Period.

For example purposes only:

- If five Client Websites are hosted within a single Client Account and only one of those Client Websites experiences 60 minutes of Downtime, that shall be counted as 60 minutes of Covered Downtime.
- If all five Client Websites experience 60 minutes of Downtime concurrently at the same time, that is counted as 60 minutes of Covered Downtime (not 300 minutes).
- If one Client Website experiences 60 minutes of Downtime on Day 1, and then another Client Website experiences 15 minutes of Downtime on Day 2, then that is counted as 75 minutes of Covered Downtime.

“Maintenance Period” means Monday through Sunday, 2 am to 5 am, local to the server region time zone.

“Effective Plan” means the active hosting plan at the time Downtime occurs.

“Monthly Plan Value” means (a) for Clients on a monthly billing cycle, the Fee paid for the Effective Plan, and (b) for Clients on an annual billing cycle, the Fee paid for the Effective Plan divided by 12. The Monthly Plan Value excludes any other fee or amount, such as, but not limited to, paid add-ons, overages, and migration fees.

“Uptime Guarantee” means the Necessary Services will be available at least 99.9% of the time during each Monthly Billing Period.

“SLA Credit” means the credit as described in this SLA which is added to a Client Account and applied to subsequent invoices because we did not meet our Uptime Guarantee.

2. HOW SLA CREDITS WILL BE CALCULATED

In order to determine whether our Uptime Guarantee has been met, Covered Downtime shall be compared to the amount of time in a normal 30-day period (43,200 minutes). If Covered Downtime exceeds 43 minutes (0.1% of the amount of time in a normal 30-day period) it shall be determined that the Uptime Guarantee was not met.

If we fail to meet the Uptime Guarantee, upon request you will receive SLA Credits equal to five percent (5%) of your Monthly Plan Value for each full hour (60 minutes) of Covered Downtime. Covered Downtime shall be calculated based on our monitoring.

For example purposes only:

- If the Covered Downtime is 59 minutes, you will not receive any SLA Credit.
- If the Covered Downtime is a full hour (60 minutes), then you will receive SLA Credit equal to 5% of your Monthly Plan Value on your next invoice.
- If the Covered Downtime is 119 minutes, you will receive SLA Credit equal to 5% of your Monthly Plan Value on your next invoice.
- If the Covered Downtime is 2 full hours (120 minutes), then you will receive SLA Credit equal to 10% of your Monthly Plan Value on your next invoice.

If you switch hosting plans during the Monthly Billing Period, your Monthly Plan Value shall be calculated based on the amount of time spent on each plan during the Monthly Billing Period. For example, in a Monthly Billing Period consisting of 30 days, if you

spent 10 days on a plan costing \$50 per month and 20 days on a plan costing \$75 per month, the Monthly Plan Value would be \$66.6 ($[\$50 / 30 \times 10] + [\$75 / 30 \times 20]$) and SLA credits would be issued based on the adjusted Monthly Plan Value of \$66.6.

3. HOW YOU WILL RECEIVE SLA CREDITS

In order to receive SLA Credits you must submit a request for SLA Credits by contacting Sarge Sites directly via the following mechanisms no later than the end of Monthly Billing Period which follows the Monthly Billing Period in which we fail to meet our Uptime Guarantee. Requests made beyond the specified time frame will be reviewed and considered at the sole discretion of Sarge Sites.

Attn: SLA Guarantee

Sarge Sites, LLC

PO Box 973

Westerville, OH 43086

United States

sla@sargesites.com

SLA Credits shall be added to your Account and applied to future invoices. SLA Credits will not exceed the Monthly Plan Value for the month in which we failed to meet our Uptime Guarantee and will not be paid in cash. If you terminate your Account or Agreement before the SLA Credit is applied, you will not receive the SLA Credit.

4. WHEN YOU WILL NOT RECEIVE AN SLA CREDIT

Downtime caused by any of the following circumstances, as determined at our sole discretion, shall not be included in the Covered Downtime and shall not be eligible for SLA Credit:

- Any maintenance performed during the Maintenance Period,
- Emergency maintenance performed at any time,
- Scheduled outages,
- Force majeure events, including but not limited to, acts of nature (fire, flood, earthquake, storm, or other natural disaster), acts of war (invasion, hostilities, rebellion, revolution, insurrection, terrorist activities, and other hostile activities), actions taken by governments (sanction, blockage, embargo, and other governmental action), labour disputes (strike, lockout, or any similar dispute), failure of power sources, outages caused by external service providers, and any other event which we cannot reasonably anticipate, prevent, control, or avoid,
- Traffic reaching a Client Website that exceeds the capabilities of the Client Website, the Client's hosting plan, or the Services,
- Client breach of the Terms of Service or any other policies, terms, or agreements applicable to Client,
- Client machine access problems,
- Client authored code,
- Changes to the Service by parties other than Sarge Sites.