



Service Level Agreement for Dedicated Servers

1. Coverage and Remedy:

Network Guarantee: Arogo.Net guarantees that the network will be available 100% of the time in a given month, excluding scheduled maintenance. Upon experiencing downtime, Arogo.Net will refund the customer 5% of the monthly fee for each 30 minutes of downtime (up to 100% of customer's monthly fee for the affected servers). Network uptime includes functioning of all network infrastructure including routers, switches and cabling, but does not include services or software running on your server. Network downtime exists when a particular customer is unable to transmit and receive data and Arogo.Net receives notification of such failure through email, ticket system, or phone message. Network downtime is measured from the time Arogo.Net receives notification of the failure from a customer to the time the server is once again able to transmit and receive data.

Infrastructure: Arogo.Net guarantees that the critical infrastructure systems, including power and HVAC, will be available 100% of the time in a given month, excluding scheduled maintenance. Upon experiencing downtime, Arogo.Net will refund the customer 5% of the monthly fee for each 30 minutes of downtime (up to 100% of customer's monthly fee for the affected servers). Critical infrastructure includes functioning of all power and HVAC infrastructure including UPSs, PDUs and cabling, but does not include the power supplies on customers' servers. Infrastructure downtime exists when a particular server is shut down due to power or heat problems. Infrastructure downtime is measured from the time the customer notifies Arogo.Net through email, ticket system, or phone message, regarding server downtime to the time the problem is resolved and the server is powered back on.

Hardware: Arogo.Net guarantees the functioning of all leased hardware components and will replace any failed component at no cost to the customer. Hardware replacement will begin once Arogo.Net identifies the cause of the problem. Hardware replacement is guaranteed to be complete within one hour of problem identification. In the event that it takes us more than one hour to replace faulty hardware, Arogo.Net will refund the customer 5% of the monthly fee per additional hour of downtime (up to 100% of customer's monthly fee for the server in question). Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included under the server lease. This guarantee excludes the time required to rebuild a RAID array and the reload of certain operating systems and applications.

2. Exceptions:

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

- circumstances beyond Arogo.Net'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, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts);
- attacks by viruses or hackers, including Distributed Denial of Service (DDoS) attacks against Arogo.Net's network;
- scheduled maintenance and system upgrades, or emergency maintenance;
- any DNS or Domain Registry issues outside the direct control of Arogo.Net including DNS and Registry propagation issues and expiration;
- 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, ASP, HTML, etc), server or software administration by the customer, any negligence, willful misconduct, or use of the customer's account in breach of Arogo.Net's Acceptable Use Policy;
- issues with 3rd party email systems, including refusal or rejection of email by 3rd party mail systems;
- delays in email delivery;
- false SLA breaches reported as a result of outages or errors of any Arogo.Net measurement system;
- outages elsewhere on the Internet that hinder access to your account. Arogo.Net is not responsible for browser, DNS, or other caching that may make your web site or email appear inaccessible when others can still access it. Arogo.Net will guarantee only those areas of the Internet considered under the control of Arogo.Net: Arogo.Net servers' links to the Internet, Arogo.Net's routers, and Arogo.Net's servers themselves.

3. Credit Request and Payment Procedures

In order to receive a credit, customer must make a request for credit by notifying Arogo.Net in writing through email. Each request in connection with this SLA must include the dates and times of the unavailability of customer's Services, a description of the perceived problem, and must be received by Arogo.Net within ten (10) business days after customer's Services were not available. If the unavailability is confirmed by Arogo.Net, credits will be applied within 30 days of Arogo.Net's receipt of customer's credit request.

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total dedicated hosting fees paid

by customer for said month for the affected server(s). Credits are exclusive of any applicable taxes charged to customer or collected by Arogo.Net and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability of customer's services.