

Service Level Agreement

Network

The Carpathia Network will be available 99.90% of the time, measured over a monthly period. “Carpathia Network” means the portion of the network extending from the outbound port on the Customer’s edge device to the outbound port on the border router, and includes Carpathia managed switches, routers, and cabling. Network availability is defined as the ability to pass TCP/IP traffic with less than one percent (1%) packet loss and less than 120 milliseconds of latency across the Carpathia Network.

Remedy: If the Carpathia Network fails to meet any of the Network availability requirements stated herein Customer shall be entitled to a credit in the amount of 10% of the bandwidth fees portion of the Monthly Recurring Service Charges per half hour that the Carpathia Network fails to meet any of the Network availability requirements.

Power Availability.

Carpathia shall deliver power to the Customer’s equipment without any Electrical Interruption 100% of the time. “Electrical Interruption” shall mean and refer to the occurrence of a partial or complete interruption of electricity to a collective pair of A-side and B-side PDUs supplying electrical power to the Customer’s equipment; provided that such occurrence is not caused by any act or omission of Customer, nor by a Force Majeure event, nor by, during, or as a result of the Customer simultaneously using both the A-side and B-side PDUs as a primary source of electrical power to the Customer equipment. The foregoing notwithstanding, if (a) Customer fails to purchase redundant electrical power circuits (e.g. Customer “single-cords” its equipment in a scenario where “dual-cording” of Customer’s equipment is available), and (b) there occurs an interruption of electricity to one (1) or more PDUs from which Customer draws electricity to power Customer’s equipment, and (c) such interruption results in a power outage in one (1) or more items of Customer’s equipment, and (d) such power outage could have been avoided if Customer had purchased redundant electrical power circuits, then such interruption will be deemed not to have been an Electrical Interruption

Remedy: In the event of a power outage, Customer will be entitled to a credit equal to the pro-rata space fees associated with the unscheduled power outage, provided that all such credits will not exceed an aggregate maximum credit of space fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.

SLA for Incident Management

Severity	RT Level	Definition (Detailed Description below)	Notification Target	Begin Remediation Target	Update Target
Critical	SEV1	Production system DOWN and solution DOWN	< 15 minutes	within 15 minutes	1st update within 90 minutes, every 60 after
Major	SEV2	Production system DOWN and the	< 15 minutes	within 60 minutes	1st update within 90 minutes, every

		solution is DEGRADED			120 after
Minor	SEV3	All production systems are UP and the solution is fully UP and functional. These are day-to-day administrative tasks.	< 15 minutes	within 6 hours	Every 24 hours
Notice	SEV4	Used for maintenance notifications	N/A	Scheduled or when available	As appropriate

In the event Carpathia fails to begin remediation, as measured by time between the receipt of an event and a 'ticket acknowledged' in the Carpathia ticketing system when a ticket is created, Customer shall be entitled to the following remedies. For each delay for Critical or Major tickets that exceeds the begin remediation time, Carpathia will credit Customer's account \$150 for every fifteen minutes beyond the "Begin Remediation" time, up to a maximum of \$600 per incident. For each Minor ticket that exceeds the "Begin Remediation" time, Carpathia will credit Customer's account \$100 for every fifteen minutes beyond the begin remediation time, up to maximum of \$400 per incident.

Severities Defined

"Critical" SEV1: Customer's production system is DOWN and the solution is DOWN - Carpathia resources are engaged 24x7 until system OS is restored and Carpathia approved/supplied applications and packages are restored and functional and/or identified database backup files are restored to disk. Ticket will receive top priority until the outage is resolved. A replacement device may be provisioned while the incident is being addressed. Immediate engineer engagement is triggered. Customer is responsible for restoration of applications & database from backups. Updates will be made via the designated Incident Manager.

"Major" SEV2: Customer's production system is DOWN and the solution is DEGRADED (i.e. - one of a load balanced set of web heads is down) - Carpathia resources are engaged as needed until system OS is restored and Carpathia approved/supplied applications and packages are restored and functional and/or identified database backup files are restored to disk. Engineers are engaged as needed. Customer is responsible for restoration of applications & database from backups. Updates will be made via the Customer Portal, resulting in notification e-mails to Customer.

"Minor" SEV3: All Customer production systems are UP and the solution is fully UP and functional. This severity represents day-to-day administrative tasks. Tickets are confirmed as indicated above and worked as resources become available on a FIFO basis. Engineers are engaged as needed. Updates will be made via the Customer Portal, resulting in notification e-mails to Customer.

"Notice" SEV4: All Production systems are UP and the solution is fully UP and functional. This represents requests for information or a notification of upcoming maintenance where monitoring alerts may be received. Tickets are confirmed as indicated above and worked as resources become available on a FIFO basis behind all other tickets and requests; both internal & external. Engineers are engaged as needed. Updates will be made via the Customer Portal resulting in notification e-mails to Customer.

Customer Must Request Credit.

Customer must notify Carpathia Hosting, Inc. within five (5) business days from the time Customer becomes eligible to receive a credit under this Service Level Agreement to receive such credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

Limitation on Remedies.

If Customer is entitled to multiple credits under this SLA, such credits shall be capped such that they shall not exceed 100% Monthly Recurring Charges for the Services; and the credits provided shall be the Customer's sole and exclusive remedy for any failure by Carpathia. Neither Carpathia's suspension of Service in accordance with the terms of the Agreement, scheduled maintenance, Customer error, Customer equipment malfunction, nor denial of service attacks on the Carpathia Network or Customer equipment shall be deemed to be a failure of Carpathia to provide adequate Service levels under this Service Level Agreement.

Requesting Assistance

Carpathia's Operations Center is staffed 24x7 and is accessible by phone and through support tickets. Carpathia actively monitors its network and servers through various systems and from multiple locations. Excepting Carpathia's compliant hosting Customers, the Customer Portal for ticket submissions can be accessed at <https://e3portal.carpathia.com>. Compliant hosting Customers should instead use <https://my.carpathia.com> for access to the Customer Portal. All requests for support, changes or scheduled maintenance should be submitted via a support ticket through the Customer Portal.

Event Notifications

Carpathia's Operations Center staff will acknowledge an event which has not been submitted by Customer via the Customer Portal within five minutes of detection. This acknowledgement indicates Carpathia is aware of the alert and are taking the steps to resolve the issue. If a managed server is determined to be down, Carpathia will have its onsite resources responding within fifteen minutes from detection of the outage to investigate the status of the device.

Customers will receive email based notifications when an event which has not been submitted by Customer via the Customer Portal is detected. For SEV1/server down incidents, there will also be a phone call to designated outage contacts to confirm visibility of the issue. Customized notification and escalation procedures are available and requests to modify should be submitted via support tickets through the Customer Portal.