

Voloper Hosting Services Inc., (VHS) Web hosting Service Level Agreement (SLA)

Revision 3.1 - April 2009

Voloper Hosting Services Inc., (VHS) is bound to the following agreement with all **DOMAIN and/or Email HOSTING customers. Any violation is subject to compensation to the customer involved at a value of 1 extra day of service for every hour of downtime above that specified in the 'Uptime guarantee' section of this agreement.**

VHS commits itself to offer an exceptional level of service to all customers. The Web and/or Email hosting SLA guarantees your website and/or Email service availability, reliability and performance. This SLA applies only to live customer websites and/or Email accounts hosted by VHS, excluding any websites/Web Projects contained within the OpenSites Web Development Platform (WDP).

This agreement exists for the sole purpose of creating basic rules binding VHS and all its Web and/or Email hosting customers. It is part of our guarantee for exceptional service level for as long as you remain our customer.

1. Suitability for General Hosting Requirements

VHS recognizes the importance of online services in its customers' businesses, and seeks to offer highly performant, secure and reliable hosting. Our hosting network has been designed and is actively managed to ensure excellence in security and service availability. Our network employs high levels of redundancy to protect customers' services from interruption through the failure of any single component or connection.

Our standard Hosting Plans are designed to be suitable for hosting of general Business Websites, including eCommerce Websites that require a cost-effective balance between hosting costs and high levels of service availability and reliability and are not recommended for Mission Critical Applications, Web Hosting and Email Services. Customers who require the highest levels of protection and availability for their Internet services, however, should enquire for details of our Mission Critical Application, Web and Email Hosting services, which include options for cold- or hot-standby disaster recovery sites, and/or for continuous multi-site mirroring and load balancing.

2. Uptime guarantee

VHS has a **99.8% Uptime Guarantee** on ALL website and Email hosting plans. Failure to provide this level of service automatically entitles our customer to receive compensation as stated in the first paragraph of this agreement.

In the event of service disruptions caused by unlikely events such as earthquakes, other natural disasters, region or country wide Internet network failures due to complete power loss or any disruptions caused by acts of terrorism or war, VHS technical staff will try to restart normal services

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off site as quickly as possible. However, these types of service failures are excluded from the VHS Uptime Guarantee.

Please Note: 99.8% Uptime Guarantee allows for 17.5 hrs downtime annually. (24 hrs * 365 days = 8760 hrs * 99.8% = 17.5 hrs)

3. Customer support

VHS is committed to providing an exceptional level of support for the whole lifecycle of customer website and Email services. Our 24/7/365 **Critical Hosting Issues Support Line** will be always ready to respond to any critical issues that you might be experiencing with our service. All non critical issues will be responded too within our normal business hours; Monday through Friday 8:00AM to 6:00PM EST, excluding any statutory holidays.

4. Data protection

VHS addresses customer privacy issues very seriously. VHS's business success is based on customer loyalty and word of mouth advertising, rather than enticing prospective customers through unlawful and "dirty" marketing techniques.

We therefore guarantee not to use or make available any personally identifiable information other than for administering your account and collecting usage statistics in order to improve our products and services For further information regarding how personally identifiable data is used please refer to our **Privacy Policy** available for review from our website.

5. Termination cancellation and suspension of service

Each customer reserves the right to cancel and terminate its subscription with VHS at any time and for any reason, except for all sites launched as OpenSites™ classic and OpenSites MAX or OpenSites™ WDP generated websites and exercising the leasing/rental concept for which different rules apply. (For more information please review the **OpenSites™ Web Development Platform Terms and Conditions** agreement which is readily available from within the OpenSites™ WDP system and Voloper Client Intranet @ www.voloper.com).

If the month that the customer decides to cancel his/her subscription is already paid for, the customer will not be entitled to compensation for the remainder of the given month. However in some cases where payment was received one or two days earlier, the billing department may provide a full refund minus any charges occurred by our merchant account provider, CC processing fees, Wire Transfer processing fees and any other financial charges occurred by VHS for a particular account. If payment for services has been received on an annual basis and the service is cancelled during such service period, the credit issued will be based on converting such service to a regular monthly payment which then will be deducted from the annual payment made previously. The exception to

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these rules is the free OBS *ultra lite* solution for which no money will be refunded upon site cancellation.

In case of the site cancelled and/or terminated clients can request, and at additional fee, site files and site database backup except for all sites launched as OpenSites™ classic and OpenSites MAX or OpenSites™ WDP generated websites and exercising the leasing/rental concept for which different rules apply. (For more information please review the **OpenSites™ Web Development Platform Terms and Conditions** agreement which is readily available from within the OpenSites™ WDP system and Voloper Client Intranet @ www.voloper.com). For current rates please consult the VHS Pricing Matrix available from Voloper Client Intranet @ www.voloper.com and VHS Client Intranet at www.voloper.net.

VHS reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 12 hours from the date and time that payment is made to us. A one time Site Restoration fee of US \$50 will apply to all sites restored from a suspended status.

VHS reserves the right to suspend and/or to terminate Web hosting and/or Email service to any customer that is accused of sending SPAM Emails from their Email accounts. VHS dispute resolution assistance with the ISP or any legal authority will be provided at an additional fee based on time and material required (min. US \$100). Any relevant website and/or Email service restoration fee will also apply.

VHS reserves the right to suspend and/or to terminate Web hosting to any customer that is accused of Copyright Infringement of any content or electronic file found on his/her website. VHS also reserves the right to permanently or temporarily (until any legal proceedings have been resolved) remove any content and/or electronic files found on customer's websites which violate Copyright Laws. VHS dispute resolution assistance/involvement with the any legal authority will be provided at an additional fee based on time and material required (min. US \$100). Any relevant website and/or Email service restoration fee will also apply.

VHS reserves the right to charge their customers for consulting services at the rates detailed in the VHS Pricing Matrix available from Voloper Client Intranet @ www.voloper.com and VHS Client Intranet @ www.voloper.net. (above 15 minutes for regular websites and 30 minutes for all VGM eCommerce websites) required by a Third Party Hosting Companies (TPHC) while their websites are being moved from VHS to a TPHC.

6. Scheduled Maintenance

Scheduled Maintenance refers to any maintenance in our data center of which the customers affected by any service disruption, are notified at least 48 hours in advance. VHS will offer compensation to all

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customers affected by service disruptions caused by the Scheduled Maintenance according to the compensation guidelines outlined in the second paragraph of this agreement.

7. Service disruption caused by customer actions

VHS cannot be held liable in the event of service outages caused by direct customer actions. Although there are limitations on the manipulation of critical server configuration files, server settings, etc. that a customer is allowed, if any customer's actions directly result in service outage, VHS will not compensate any customer affected by this outage. It is up to the customer to think of the consequences related to his/her actions. DNS service expiration, DNS legal disputes, Web pages deletions and/or overrides through Web pages edits or by means of an FTP account are just some examples of such mischief.

VHS reserves the right to charge their customers a standard consulting fee (time and material) dependent on the type of service required for any time spent addressing issues caused directly by customer actions.

8. Server backups

VHS engineers make a backup of all websites and applications on all servers on a daily scheduled basis. We highly value your business data and once a week a network-wide backup is generated to an offsite location.

9. Revisions of this SLA

This SLA will be in effect indefinitely but may be superseded by a revised SLA, at the discretion of VHS, at any time. All revisions to this SLA will be announced by Email and any major changes to this SLA will be announced by Email at least one month before the change is to go into effect.

10. Disclaimer

Voloper Hosting Services Inc., and its parent company Voloper Creations Inc., cannot be held liable for damages under any circumstances not specifically identified in this agreement. Voloper Hosting Services Inc., and its parent company Voloper Creations Inc., cannot be held liable for the content or electronic files found on customer websites.