



Last Updated: 6/15/2014

SERVICE LEVEL AGREEMENT

General SLA

PURPOSE

This Agreement's primary goal is to obtain agreement for Axcelx Technologies requirements and service levels to provide consistent service delivery and support to our Customers. Although we yield better results than what we promise we can't predict when a disaster may happen.

INTERNET

Internet connectivity through Axcelx is multi-homed through multiple service providers and is provided to clients in the form of 1Gbps port speed. We promise to be free of outages for 99.5% of the time within a given calendar year. Should you opt for redundant circuit uptime shall become 99.99%. Should a network issue occur, you should immediately email sales@axcelx.com to open a claim and Axcelx will credit per (1) hour of downtime that exceeds 99.5% within a year. A Network Issue is measured from the time the trouble ticket is received by Axcelx to the time the Server is able to transmit and receive data. For clarity, it is not a Network Issue under this SLA if the outage is caused by the Server (including any Customer-owned networking equipment, switches, or software that is collocated with the Server), and therefore any such outage will not be eligible for Credits. Axcelx will be the sole determiner of the cause of an outage.

POWER

We will ensure uninterrupted power to your server 100% of the time pending you purchase a redundant power circuit or utilize one provided to you. For the purposes of this section, Customer understands and agrees that electrical power is supplied to Axcelx by a third party provider and that any power outage resulting directly from the third party provider shall constitute an "emergency" under this SLA and the resulting downtime will not be eligible for Credits. We will not credit for any Emergency within the datacenter that results in an EPO activation (emergency power off) as lives may be in danger.

MONITORING

Customer Initials _____

We have strict monitoring in place with internal and external monitoring vendors to provide us with accurate data that may result in downtime for any of our services including power, and internet access. This monitoring will be the sole judgment for Credits if deemed

CUSTOMER RESPONSIBILITIES

Customer will not receive any Credits under this SLA in the event that the Server or Service provided is unavailable as a result of Customer's acts or omissions (or acts or omissions of other parties, including Customer's end users, engaged or authorized by Customer), and this includes, without limitation, any negligence or willful misconduct, or any request to re-install anything other than the currently supported version of an operating system in connection with a hardware failure.

CREDIT

Customer is responsible to submit a SLA request within 24 hours from incident failure to submit request within 24 hours will be refused by Axcelx. We will also refuse requests without the following information. Customer Name, Date and Service Start and Stop times.

Some Services with Axcelx may require you to sign this document, some services may not; for those that do please sign and return below.

Customer Name

Signature

Date:

Axcelx Representative

Signature

Date:

Customer Initials _____