

SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT APPLIES TO ALL PACIFIC ONLINE INC. HOSTING PACKAGES.

1. Coverage and Terminology

This Service Level Agreement (SLA) applies to you ("customer") if you currently hold an account with any of the hosting services from Pacific Online Inc. (the "Services") and your account is current (i.e., not past due) with Pacific Online Inc., and applies to service outages directly related to bandwidth, power, or physical space issues. The scope of this SLA does not include any portion of the public internet or hardware failures.

As used herein, the term "Availability of Services" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the customer's services are available, as measured by Pacific Online Inc..

2. Service Level

- a. **Objective:** Pacific Online Inc. aims to achieve 100% Availability of Services for all customers.
- b. **Remedy:** Except under the conditions mentioned in the next section below, if the Availability of Services is less than 100%, Pacific Online Inc. will issue a credit to customer according to the following table for bandwidth, power or physical space issues:

Availability of Services	Total Downtime in a 30 days calendar month	Credit Percentage
99.9 to 100%	0 to 43.2 minutes	0%
98% to 99.8%	43.2 mins to 14 hrs 24 mins	10%
95% to 97.9%	14 hrs 24 mins to 36 hrs	25%
90% to 94.9%	36 hrs to 72 hrs	50%
89.9% or below	more than 72 hrs	100%

The credit will be calculated based on the monthly service charge for the affected Services.

In the event of a failure of the server(s) the support issues will be responded to immediately. Should this type of support incident not be responded to within 30 minutes, a credit of 1/30th of the monthly charge will be given, and for every additional hour an additional 1/30th of the monthly charge will be credited.

3. Support Incident System

In the event of any of the following technical issues Pacific Online will immediately issue a support incident number using our Microsoft CRM Service management module. If the client would like to open a support incident themselves, this can be done by emailing support@pacificonline.com. Upon receipt of this email a support incident number will be automatically generated, and 2 technicians as well as management personnel will be immediately notified via email so that the appropriate action can be taken. As well our technical support personnel can be contacted 24x7 by calling our office. During business hours your call will be answered and after business hours your call will be redirected to a live answering service.

- * Power failure
- * Network availability - defined as 100% packet loss
- * Network quality - packet loss of greater than 1% of on the network for one continuous hour resulting
- * Hardware issue
- * Operating System issue
- * Application issue

4. Maintenance Procedure



Partnering for Peak IT Performance

- a. Pacific Online Inc. will do its best to announce any scheduled maintenance at least 24 hours ahead of time to the customer.
- b. Pacific Online Inc. reserves the right to perform emergency maintenance without any prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Service.

5. Exceptions

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

- a. circumstances beyond Pacific Online Inc. 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, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- b. failure of access circuits to the Pacific Online Inc., unless such failure is caused solely by Pacific Online Inc.;
- c. scheduled maintenance and emergency maintenance and upgrades;
- d. DNS issues outside the direct control of Pacific Online Inc.;
- e. issues with FTP, POP, or SMTP customer access;
- f. false SLA breaches reported as a result of outages or errors of any Pacific Online Inc. measurement system;
- g. 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, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of Pacific Online Inc. Terms and Conditions and Acceptable Use Policy;
- h. e-mail or webmail delivery and transmission;
- i. DNS (Domain Name Server) Propagation.
- j. outages elsewhere on the Internet that hinder access to your account. Pacific Online Inc. is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Pacific Online Inc. will guarantee only those areas considered under the control of Pacific Online Inc.: Pacific Online Inc. server links to the Internet, Pacific Online Inc. routers, and Pacific Online Inc. servers.

6. Credit Request and Payment Procedures

In order to receive a credit, customer must make a request in writing that includes the dates and times of the unavailability of customer's services and must be received by Pacific Online Inc. within ten (10) business days after customer's services were not available. If the unavailability is confirmed by Pacific Online Inc., credits will be applied within two billing cycles after Pacific Online Inc.'s receipt of customer's credit request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by Pacific Online Inc. and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability of Services.