

HNK Technology Services Incorporated Managed Services SLA

HNK Technology Services Incorporated (HNK) is committed to providing services to its customers at a standard of excellence commensurate with the best practice in the industry. Network uptime and server availability are of the highest importance. The following service levels are designed to assure HNK customers of ultimate performance and maximal uptime.

Dedicated Hosting Server Hardware Replacement

HNK guarantees the functioning of all dedicated hardware and will replace any failed component at no cost to the customer within 6 hours.

This time frame is based on HNK's receipt of customer's support ticket concerning the hardware issue, HNK's identification of the failed hardware ("Replacement Guarantee") and the scheduled maintenance window confirmed with the customer. "Dedicated Hardware" means the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware listed in the Service. Replacement Guarantee does not include the time required to rebuild a RAID array or the reload of the operating systems and applications or changes to dedicated hardware during maintenance, as defined below.

Power and HVAC Availability

The HNK SLA guarantees that its power and HVAC systems will be available 100% of the time in a given month, excluding Maintenance, as defined below. "Infrastructure Downtime" means:

- (a) the HNK power or HVAC systems are not available and
- (b) Customer submits an HNK support ticket detailing the unavailability of the HNK power or HVAC systems resulting in customer downtime.

Infrastructure Downtime does not include downtime issues related to power supplies on Customer's server.

99.999% Network Uptime

HNK guarantees that the HNK network will be available 99.999% of the time, excluding Maintenance, as defined below. Customers are eligible for a credit for Network Downtime for any breach of this guarantee, which can be verified by HNK's technical support team. "Network Downtime" is defined as an inability to transmit and receive data caused by failure of network equipment managed and owned by HNK, excluding Maintenance.

Support Ticket Response Time

HNK guarantees a 15 minute response time to all tickets submitted through our automated system. Response shall be defined as acknowledgment of support requests. Further; HNK guarantees tickets will be forwarded and assigned to the appropriate internal staff within 2 hours of submission.

Remedies

In the event HNK fails to meet the Replacement Guarantee or customer experiences Infrastructure Downtime or Network Downtime as outlined herein, provided Customer follows the procedures outlined herein, HNK will apply a credit ("Credit") to customer's account in an amount equal to five percent (5%) of the Net MRC for the affected account for each half hour of downtime or fraction thereof. "Net MRC" means the monthly recurring charge for hosting service for the server experiencing the issue excluding any add-on or optional services which are not included as part of the standard hosting plan but are included as part of such customer's monthly recurring charge.

In order to claim Credits, Customer must open a HNK support ticket. All downtimes will be measured from the time the ticket is received and validated by HNK to the time HNK, in its sole discretion is able to resolve the issue. Customer may not receive more than one (1) Credit per incident and in no event will Customer receive greater than one month's Net MRC per incident under this SLA.

Customer must be a HNK customer in good standing to receive the credit. No Credit will be applied to accounts that are past-due or for accounts that are canceled before the conditions for payment of the Credit are met. Upon cancellation of the customer's account, any outstanding or previously accrued Credits will be forfeited. Credits will be applied against purchases or renewals for which payment is due after the date the credit is applied. Credits will not be applied against past due balances.

Exceptions

Customer shall not be entitled to any Credit hereunder if Infrastructure Downtime or Network Downtime is caused by:

- (i) actions of the Customer or others authorized by Customer to use the Service under the Agreement;
- (ii) the failure of power, facilities, equipment, systems or connections not provided by HNK;
- (iii) the failure of Third Party Service to HNK's network;
- (iv) application, software, or operating system failure;
- (v) the result of network maintenance activity;
- (vi) Denial of Service attack, hacker activity, or other malicious event or code targeted against HNK or a HNK Customer, or;
- (vii) failure of any Network or Internet Infrastructure not owned or managed by HNK.

Server Hardware Replacement guarantee does not include time required to perform data restores and backups if applicable.

Maintenance

"Maintenance" means Scheduled Maintenance or Emergency Maintenance.

"Scheduled Maintenance" means any maintenance in the HNK data locations

- (a) of which the customer is notified at least 24 hours in advance, or;
- (b) that is performed during HNK's standard maintenance windows. (1:45AM – 3AM EST)

"Emergency Maintenance" means any maintenance in the HNK data locations that:

(a) in HNK's sole discretion, is necessary to avoid an immediate threat to the HNK data location or Customer's server and

(b) of which Customer is notified. Any Emergency Maintenance in excess of 2 hours per event will count as Network Downtime.

This SLA and all HNK Services are subject to the HNK Terms of Service and Managed Services Agreements. HNK Shared Hosting Customers are not protected under this SLA, nor are Customers with bills more than one month past due.