SERVICE LEVEL AGREEMENT

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1. Application of Servermania SLA

These Server Mania Service Level Agreements (SLAs) provide Customer with certain rights and remedies regarding the performance of the Server Mania and servers (as defined below). Use of Server Mania Service constitutes acceptance and agreement to Server Mania AUP (Acceptable use Policy) as well as Server Mania TOS (Terms of Service) available on www.servermania.com

2. Definitions

For purposes of these Server Mania SLAs, the following terms have the meanings set forth below:

* "Base Monthly Service Fee" consists solely of the base monthly fee paid by Customer for the affected Server Mania service and excludes all other fees which might be charged to Customer, including, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage or hard drives beyond that which is available without additional charge under Server Mania standard rates, hourly support, and other types of optional additional services.

3. Summary of Server Mania SLAs

As described in more detail below, this Server Mania SLAs provides commitments based upon goals in the following key areas:

4. Server Mania Availability

100% Service Uptime Guarantee.

Do to our extensive network infrastructure, Server Mania can provide its customers with a 100% Network Uptime Guarantee. In the event that any service does not experience 100% uptime in a given month, Server Mania will credit 5% of customer's base monthly service fee for the first hour of downtime and subsequently an additional 5% for each hour of downtime thereafter with a maximum of an 80% refund. Any emergency scheduled downtime taken by Server Mania will not apply towards this downtime calculation, nor to the credit calculation. This guarantee applies to Server Manias network uptime and not to any hardware, software or services running on a customer's server.

Account credits will be issued when an SLA credit request is made by the client. All requests for credits must be made within 3 days of the incident. All requests for credits must be made by creating a support ticket at https://shp.servermania.com.

5. Exceptions

Server Mania cannot be held liable for server downtime or data loss in any circumstance unless due to direct negligence including but not limited to the following circumstances:

- Circumstances beyond Server Mania reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Server Mania SLAs;
- Failure to access circuits to the Server Mania Network, unless such failure is caused Solely by Server Mania;
- Scheduled maintenance and emergency maintenance and upgrades;
- DNS issues outside the direct control of Server Mania;
- False SLA breaches reported as a result of outages or errors of any Server Mania uptime monitoring system; or
- Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the Server Mania or Server Mania services in breach of Server Mania Terms and Conditions of Service or Server Mania Acceptable Use Policy.