

Service Level Agreement

Effective Date: This Service Level Agreement was last updated on May 17, 2016.

100% Network Uptime

HashCod guarantees network availability for our public Internet network to be 100%. In the event that our network does not experience 100% network uptime in a given month, HashCod will refund 5% of the customer's monthly service fees for those servers affected, for each 30 minutes of network downtime experienced up to 100% of the monthly service fees for those servers affected.

1 Hour Hardware Replacement Guarantee

HashCod guarantees to replace any failed server hardware components provided by HashCod at no cost to the client within one hour of problem identification. In the event that it takes HashCod longer than one hour to replace any failed hardware component after problem identification, HashCod will refund the customer 5% of the monthly service fees for each 60 minutes of downtime up to 100% of client's monthly service fees for the affected server.

100% VPS and Hybrid Uptime SLA

HashCod's goal is to maintain 100% uptime on all of our VPS and Hybrid hardware nodes. In the event that a VPS or Hybrid hardware node does not experience 100% uptime in a given month, you are eligible for a prorated credit equal to ten times (10x) the amount of time that the VPS or Hybrid node was down for.

Any scheduled downtime of the VPS/Hybrid node for hardware or software maintenance will not apply towards this downtime calculation. The SLA does not apply to any software or services running inside Client's server, nor to the Client's server directly. It is only for downtime caused by issues with the hardware node itself. The SLA does not apply in any situation which the downtime was caused or could have been prevented by the Client. For example, if a VPS hardware node is down because of a filesystem check (fsck) causing a client's VPS to be offline, the SLA would apply. If a client shuts down their own VPS or misconfigures it to be offline, the SLA would not apply. If the hardware node is online and functioning properly then the SLA will not apply in any case.

Terms

All SLA claims must be filed by opening a helpdesk ticket through our client portal within 7 days of the incident. The helpdesk ticket must include all relevant information including server name, IP address, full description

of the incident and any logs (if applicable). All SLA credits will be issued as service credits against future invoices.

Network downtime is measured from the time the network is 100% unreachable until connectivity has been restored. Any scheduled downtime or network maintenance will not apply towards this downtime calculation. The 100% Network Uptime guarantee does not apply to any software or services running on a client's server, nor to any hardware within a client's server.

The 1 Hour Hardware Replacement Guarantee does not apply to replacing a failed disk drive that is in RAID so long as the other RAID disk(s) are functioning properly. The guarantee also does not apply to any time required to rebuild a RAID disk array or the time required to restore or reload any software or data to the affected server.

Clients currently in arrears for services do not qualify for SLA claims. Clients participating in malicious or aggressive activities thereby causing attacks or counterattacks, do not qualify for SLA claims and shall be in violation of the AUP.