

# HOSTED DB

Hosted DB  
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## Dedicated Server - Service Level Agreement (SLA) Version 1.4 - 07/24/2003

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This service level agreement applies only to 'dedicated servers' as provided by **HostedDB**. It does not apply to web hosting, virtual hosting or co-location services.

### **Objectives**

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This agreement sets out the minimum level of service that **HostedDB** is required to meet and the corresponding penalties for not meeting such levels. Our objective is to provide a continuously operating service that is well beyond the minimum levels specified.

### **Uptime**

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Network Uptime is the total time in a calendar month that **HostedDB** network is available through the Internet, provided that Client has established connectivity. **HostedDB** takes responsibility of Network availability within our network, however, we cannot be held liable for upstream problems, outside of our network. Our guarantee is that our Network will be available to clients free of Network Outages rendering 100% packet loss, 98% of each calendar month.

### **Support**

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All support requests will be handled as soon as possible, target time to action all support requests is within 60 minutes. Telephone and email support is provided Monday to Friday 8am – 10pm and on weekends from 10am to 6pm. Emergency telephone support is available 24 hours, 7 days. Requests for software upgrades and or installation of new software packages will be processed as soon as possible. Target time to complete such requests is within 2 working days of receipt.

### **Performance**

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All services are continuously monitored to ensure rapid response to any faults, which may occur. Monitoring is carried out on all primary services. Monitoring feedback is provided to technical support staff via email and paging services 24hours, 7 days.

## **Service Level Guarantee**

The service level guarantee will be measured by HostedDB and is based on the up-time. If HostedDB determines that primary services were unavailable for period exceeding the maximum allowable under the prescribed up-time target, and extending for a continuous duration of 1 hour or more per instance, upon the customers request, HostedDB will credit the customers monthly invoice the prorated charges of one (1) day of the HostedDB services fee for each consecutive hour, up to a maximum of 30 days per month.

To receive credit if this guarantee has not been met, the customer must contact HostedDB within 30 days of the end of the month for which credit is requested.

**\*Network violation SLA credit does not cover server hardware failure.\***

The following are excluded from the monthly calculation of Service Availability:

- Scheduled downtime
- Problems outside of HostedDB's network (upstream providers, or client's inbound connection) not effecting 100% loss to our network
- Interruptions or failure of individual service caused by client, their employees, client's customers, etc. to their service.

These include:

- inaccurate configuration
- 3rd party software
- client abuse
- over utilization of resources
- hacked servers
- attacks
- exploits
- or server hardware failures.

## **Dedicated Services**

**Dedicated Servers** are defined as servers that are rented to Clients. This service is to provide the clients with knowledge and overview of the server. From time to time security updates, patches, kernel upgrades, and System Administration may be performed free of charge. In addition to these services System Administrator may make recommendations to improve the overall performance, security, and updates to the service. At the sole discretion of the System Administrator any installation, configuration, or tuning of the server may be considered billable, and you will be notified and requested to approve any additional charges. Any Support not included with your dedicated server, will be subject to a \$75 an hour labor fee, billed in ¼hour increments during office hours between 8:00am – 10:00pm (EST) After-hours support will incur a \$150.00 an hour labor fee, billed in ¼increments in effect from 10:01pm – 7:59am (EST) **HostedDB** will perform maintenance, security checks, or management to ensure

the integrity and stability of the network. **HostedDB** will provide overall security of the servers to the best of its ability with its included services.

## **Network Outages**

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**Network Outages** or **Unscheduled downtime** is any unplanned or unscheduled interruption in Service availability during which Client is unable to access the services as described in the section titled "Network Uptime" above. A Network Outage is defined as a period in which 100% packet loss to our network is experienced, which is determined to have been caused by a problem in **HostedDB's** Network as confirmed by **HostedDB**. Downtime or outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month.

## **Scheduled Downtime**

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**Scheduled Downtime** is any **HostedDB** scheduled interruption of Services, for the purpose of network upgrades, or replacement of any equipment in order to provide for you better service. Scheduled downtime occurs during notified downtime periods, with as much advance warning as possible via e-mail with a minimum of 24 hours notice.

## **Hardware Replacement**

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**Hardware replacement** will occur within 6 hours of the reported problem, **HostedDB** will refund 5% of the monthly fee per additional 6 hours of down time (up to 100% of customer's monthly fee). **Hardware** is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included for Dedicated Servers. In order to reduce replacement hardware downtime, we keep a small quantity of pre-built systems on hand to swap out Hard disks, so that your server can be back up in the shortest amount of time. Replacement is defined as returning the server to original configuration when it was purchased. If hardware failure causes corrupted Operating System, Data Files, or Configuration of server, **HostedDB** will attempt to restore the system to original state. **HostedDB** is not responsible for the restoration of data to server. We strongly recommend that your purchase backup options for your server, and keep copies of your data off-site with you for emergency purposes. For Hard disk failures, we keep pre-installed drives with our standard partitioning for immediate deployment. If HostedDB has a proper backup of the customer's system on tape, then the restoration from tape could take up to 24 hours depending on the amount of data to be restore. Most of HostedDB's servers also provide software RAID mirroring or RAID5 providing redundancy and data integrity.

**\*HostedDB shall not be liable for loss of data under any circumstance.\***

## **Terms of Use**

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The client agrees not to do any of the following:

- Stream video, audio, mp3, music, RealAudio, or any other multimedia streaming of any kind.
- Send unsolicited commercial or bulk email to any party for any reason.
- Access, or attempt to access a computer or network resource that you are not authorized to access.
- Distribute, or make available in any way to any party intellectual property that requires some method of authorization to sell or distribute, which you do not have.
- Store, transmit, create, or examine any pictures, realistic or not, of humans, anthropomorphic depictions of human-like creatures, or images suggesting humans that are under the age of 18 years.
- Forge email headers or TCP/IP packet headers.
- Distribute worms, trojans, or viruses, or commit or attempt to commit any denial of service attack against any computer, network, or individual.
- Violate export controls on any software or intellectual property.
- Link an ircd server of any kind to the EFnet, DALnet, or UnderNet chat networks, or any of their non-US counterpart networks.
- No modern graphical game server (like Halflife, Quake[1,2,3], etc. You can run a text mud, but no hogs like the above, please.

### **IRC and Shell Providers**

We regret to refuse to provide service to any shell providers or clients who will be using IRC (Internet Relay Chat). Our difficulties with these vary from hacking related issues, software piracy, and exposing our network with insecure IRC clients and other applications that a shell provider could offer. We have come to a decision to deny service for these types of clients unless there is a written document stating a request for a deviation from this rule. With this document, the client will be held liable for any misuse, damages, lawsuits, etc...

Please Note:

**We reserve the right to terminate your account, and any future business relation with you, for any reason at any time. If we initiate a termination you will not be charged beyond the current calendar month and will receive a refund for any unused time.**

Also note that we understand that certain violations of the above terms can occur inadvertently, and even as a result of unauthorized access from some third party. We will do our best to weigh the merits of each individual case and act with common sense and an understanding of the technical and social implications of the situation.