Service Level Agreement

This Service Level Agreement is a contract between the individual or entity (Client, Customer, you, your), and EndLayer, LLC (EndLayer, we, us, our).

This Service Level Agreement defines the terms and scope of our services, as well as your duties as the Client.

Please review the terms and conditions of this service carefully. This agreement supersedes all previous agreements, written or verbal. Any modifications to this agreement must be made in writing and entered into your support file as an addendum.

This Service Level Agreement (SLA) describes EndLayer responsibilities and terms of service for our Shared Performance Cloud (SPC) and Shared Performance Metal (SPM) hosting services. Please review the agreement in its entirety to ensure that the service matches your needs. The entire EndLayer team looks forward to serving you!

Sincerely,

EndLayer

EXECUTIVE SUMMARY

You will find the key points of our Service Level Agreement below. Please review the entire document before subscribing to our services.

EndLayer will provide:

- A secure, high performance semi-dedicated web server.
- Managed enterprise-class backups for databases and files hosted on the server (4 times daily).
- Fully managed base server (ex: EndLayer will keep the base server up to date with security and stability patches). The managed base server also includes advanced monitoring and firewall access control.
- 24/7/365 technical support
- Limited application support

Your responsibilities:

- Provide EndLayer with access information, if applicable.
- Keep your contact information up to date.
- Keep your account in good standing.

100% SERVICE GUARANTEE

EndLayer will guarantee 100% availability for websites hosted on the EndLayer SPC or SPM platforms. Failure to meet this guarantee will result in appropriate credits to your account, as outlined in this agreement.

SERVICE FEES

Service fees are calculated on a per-client basis, based upon each client's individual environment requirements. Service fees on written quotes will always override the base fees listed in this Service Level Agreement. For base fees, please consult Appendix A of this Service Level Agreement.

Service Level Agreement

1. TERM

EndLayer reserves the right to restrict, suspend or cancel accounts for any user, at any time. This agreement is month to month and will renew automatically. EndLayer does not provide prorated discounts for unused services after the 30 day cancellation (with refund) period.

To cancel this contract you must notify EndLayer by submitting a support ticket within five (5) business days prior to your next billing cycle. Cancellation requests should be submitted via the myEndLayer Portal and by opening a ticket & selecting the "Request Cancellation" option from the drop down list of ticket categories.

The myEndLayer Portal is located at https://my.endlayer.net. EndLayer does not permit cancellation via any other method, including, but not limited to: e-mails, telephone, facsimile or postal mail. Any notice of termination will be effective on the following billing due date for the Service being terminated or thirty (30) days after the cancellation notice is submitted, whichever is longer.

EndLayer reserves the right to change the terms of this agreement at any time. You will be notified of new terms 30 days in advance of their effective date.

2. SERVICE FEES

Service fees are described in Appendix A.

Any additional services agreed upon outside of the service agreement will be billed as additional line items at the rate as described in Appendix A. EndLayer will automatically bill the additional fees upon your next billing cycle.

3. BILLING

Invoices will be sent monthly on the client anniversary date. Payment for outstanding invoices is required within 10 days. Charges will include all monthly fees and any overages for the month.

Past due invoices will be assessed a 10% late fee, per month. Past due accounts aged 15 days or more are subject to the full rate described in Appendix A for services provided.

4. DESCRIPTION OF SERVICE

A. Shared Performance Hosting Overview

EndLayer shared performance hosting plans are semi-dedicated hosting solutions designed for websites requiring high performance and scalability (such as e-commerce websites, high-transaction systems, etc.). The SPC and SPM services are fully-managed solutions, which includes management of the base server, enterprise backup, monitoring, as well as a support package which further includes limited third-party application support by EndLayer.

B. Application Support

EndLayer provides limited application support. Application support may include: e-mail delivery troubleshooting, SSL certificate installation, verification of bugs, and, at EndLayer's discretion, minor modifications to customer-specific code to correct the issue reported. EndLayer cannot guarantee the successful resolution of application-specific issues.

C. Managed Backups

EndLayer includes an enterprise-class backup solution as part of all SPC & SPM plans (4 times daily). EndLayer does not make any further guarantee, expressed or implied, to backup any other data on or off of the Clients website apart from the particular files and directories officially indicated by the Client. EndLayer cannot guarantee that the data will be usable after a restore.

D. Support

The EndLayer SPC & SPM services are fully-managed solutions, therefore EndLayer will provide 24/7/365 support to the Client. When you open a service request or incident, you may select a priority level as listed in the table below. The level of the incident will determine our minimum response time.

Priority Usage Guidelines

Priority	Description	Response Time
Emergency	Server offline or unusable – emergency.	Within 2 Hours
High	Resolve today – non-emergency.	Within 4 Hours
Medium	Resolve today/tomorrow.	Within 8 Hours
Low	Needed within 2 business days.	Within 24 Hours

EndLayer schedules services to meet our Service Level Agreement for all clients. Please select the appropriate priority level for your service request or incident. The priority level provides the guaranteed minimum response time.

Please note that selecting a Critical priority level for anything other than a system-down/unusable event will result in the incident being treated as a "High" priority request and the "High" priority response time will apply.

E. Managed Base Server

EndLayer fully manages the base server in which your SPC or SPM website is deployed. This management includes system monitoring, security and stability patches, routine system analysis (for performance) and managed firewall and access controls.

EndLayer employs monitoring software to measure vital statistics on the base server in which your SPC or SPM service is deployed. EndLayer will respond automatically to monitoring events as detected by our monitor.

F. Support Channels

Using the web interface **(http://my.endlayer.net)** is strongly encouraged for all service requests. Tickets are also accepted via e-mail at support@endlayer.com.

For emergency incidents, please call our 24/7 support line at **1-855-ENDLAYER (363-5293) and press 0 for Emergency.**

THE TERMS OF THIS SERVICE LEVEL AGREEMENT ARE VALID ONLY IF YOU USE THE PROPER SUPPORT CHANNELS. By failing to follow the incident management procedure outlined within this service level agreement the Client releases EndLayer from responsibility and any penalties for the said incident.

SCOPE OF SERVICE

A. Covered Software

The support plan covers only standard software deployed with your OS and/or your control panel, and limited support of custom applications as described in section 4b of this agreement. EndLayer is not responsible for any third party add-ons or additional software you may have added to your service.

EndLayer shared and dedicated hosting environments are guaranteed to pass a server-level PCI compliance scan by an approved vendor - **provided that credit card information is not stored in the local database**. Clients must utilize a third-party merchant API or plugin to process credit cards on the remote gateway.

Enter transactions with third-party providers on your own responsibility and at your own risk. EndLayer does not assume responsibility for contracts between our clients and third-party vendors in any way, for any transaction. We do not serve as the trustee, fiduciary, agent or representative in any of these agreements.

Some of EndLayer's products are offered under license through outside vendors and these products are covered under any applicable license agreement with the third party.

Third-party offers that include discounts or promotions may be subject to additional restrictions by the third-party provider. All agreements and transactions with third-party providers are binding under the provider's terms and conditions. Be sure to confirm the purchase and use of goods and services with each third-party provider.

EndLayer does not guarantee the quality or availability of any goods, services or information provided through a third party. Enter into all transactions with these providers at your own risk.

EndLayer reserves the right to exclude any third party software from management. Third party software installed by EndLayer is not automatically included in the support plan. The inclusion of third party software in the support package which comes included with the SPC or SPM services will be evaluated on a case by case basis.

B. Service Customizations

From time to time, you may require non-standard software. Management of such software is not included in the support plan. The inclusion of modified software in the support plan is evaluated on a case-by-case basis. Generally, EndLayer does provide support for modified versions of PHP, MySQL and Apache provided the modifications are available either from EndLayer or other sources in binary packages (such as RedHat's RPM format). If you have questions about any software modifications, contact us by e-mailing support@endlayer.com or opening a ticket in the myEndLayer portal.

C. Dependent Services

If your website operations depend upon multiple outside services, EndLayer is only responsible for services included in the SPC or SPM plans for which you are enrolled or otherwise provided by EndLayer. Response to service failures caused by outside dependent services will be treated as case-based support and will be billed at the full hourly rate as described in Appendix A.

D. Training

EndLayer is not responsible for providing training, assistance or tutorials of any kind. EndLayer assumes the Client is knowledgeable or will obtain appropriate training for all tasks wished to be performed by the Client.

E. Non-reproducible Issues

Should EndLayer not be able to reproduce an issue through extensive testing, we must defer support to services outside of this agreement. For example: if you cannot access your e-mail account but we have proven that the system is working – EndLayer's responsibility under this agreement has been fulfilled. EndLayer may offer or advise of additional levels of support outside of this agreement if necessary to remediate the issue. Example: troubleshooting your local network.

5. SERVICE LEVELS

EndLayer guarantees that the Shared Performance Cloud (SPC) and Shared Performance Metal (SPM) services will be available 100% of the time in a given billing cycle. Should EndLayer fail to meet this guarantee, subject to other

sections of this agreement, Client will be eligible to receive an account credit. The credit will be calculated as a percentage of your SPC or SPM service fee for the current billing cycle. Credit will be based on the duration of the unavailability that exceeds the 100% threshold as defined in Appendix B. All credits will be applied on the next billing cycle. For each 30 continuous minute period of qualifying outage minutes for a service in a measurement period, EndLayer shall provide an SLA Credit of 5% of the fees for the relevant Service which was subject to the Loss of Service during the Measurement Period. Any period of Qualifying Outage Minutes for a Service which is less than 30 continuous minutes shall not be eligible for an award of SLA Credits.

A. Unavailability

Unavailability means: (i) The EndLayer network is down and, or (ii) the SPC or SPM service returns a server error response to a valid user request during two or more consecutive 90 second intervals.

Unavailability due to scheduled or emergency maintenance is excluded from these conditions and does not contribute towards unavailability calculations. Additional exclusions apply as outlined in section 8.

6. COMPENSATION

A. Compensation Availability

Compensation is only available to Clients with accounts in good standing with no outstanding balances owed for any services.

B. Compensation Application

Compensation will be applied based on the current month's invoice on a per-service basis for the impacted service. See Appendix B for compensation rates.

C. Multi-Service Accounts

Compensation is only applicable to the impacted service. If you have five SPC or SPM websites and only one is impacted, then the maximum compensation is 20% of the total monthly invoice.

7. CANCELLATION

EndLayer reserves the right to restrict, suspend or cancel accounts for any user, at any time.

EndLayer does not provide prorated discounts for unused services after the 30 day cancellation (with refund) period.

To cancel this contract you must notify EndLayer by submitting a support ticket within five (5) business days prior to your next billing cycle. Cancellation requests should be submitted via the myEndLayer Portal and by opening a ticket & selecting the "Request Cancellation" option from the drop down list of ticket categories.

The myEndLayer Portal is located at httpss://my.endlayer.net. EndLayer does not permit cancellation via any other method, including, but not limited to: e-mails, telephone, facsimile or postal mail. Any notice of termination will be effective on the following billing due date for the Service being terminated or thirty (30) days after the cancellation notice is submitted, whichever is longer. Upon termination, you must pay EndLayer for all services provided to date as well as any outstanding charges which remain due.

8. DISCLAIMERS

EndLayer support services are limited only to those services in which the Client has explicitly enrolled in with EndLayer as per the original estimate/invoice. You shall not receive any benefits under this Service Level Agreement in connection with any failure of service caused by or associated with:

- Conditions beyond our reasonable control resulting directly or indirectly from acts of any governmental body, war, terrorism, sabotage, insurrection, embargo, strike or other labor disturbances, interruption in traffic or transportation, interruption or delay in telecommunication or third party services, natural disaster or catastrophes, fire, flood, facility power shortages, disturbance in the ability to obtain raw material or supplies, inability to obtain third party software and hardware and any other circumstances beyond our reasonable control in order to provision this Service Level Agreement.
- Any failure of Internet or telecommunication networks caused by a provider's faulty network equipment or misconfiguration.
- Any scheduled and/or emergency maintenance
- Any network or Internet security breaches including virus/worm attack, denial of service and/or misuse of service by authorized/unauthorized users.
- Any DNS, domain registration, or email issues beyond direct control of EndLayer.
- Any failure of customer's equipment.
- Any omission, knowingly or unknowingly, of non-standard modifications, add-ons or customizations made by the Client or the Client's designates.
- Non-paying or delinquent customers.

Please note that geographic conditions such as denial of service attacks, viruses, network latency and similar issues may impact EndLayer's ability to execute services in accordance with this Service Level Agreement. If Internet conditions beyond EndLayer's reasonable control prevent EndLayer from executing this Service Level Agreement, EndLayer is released from its responsibilities as outlined in this agreement. To guard against network issues, EndLayer maintains redundant network access methods to minimize the impact of network interruptions.

Should such a condition prevent EndLayer from fulfilling the terms of this agreement, EndLayer will release a statement within fifteen (15) business days documenting the failures not under EndLayer' control.

9. DUTIES OF CLIENT

EndLayer requires all clients to keep their account in good standing. Furthermore, timely communication from the Client is also required to facilitate issue resolution. You must ensure that your contact email is current, and that your domain name is correct and up-to-date. EndLayer is not responsible for any registration or login issues due to outdated email addresses or lapsed domains.

If you provide false contact information of any kind, your EndLayer account may be terminated. In high-risk transactions or dedicated server purchases, we require government-issued identification and sometimes a credit card scan. If you refuse to meet these requirements, we may cancel your order and declare it fraudulent.

Should Client fail to fulfill these duties, EndLayer, through no fault of its own, may not be able to execute services as outlined in this agreement.

10. LIABILITY

Except for any indemnification obligations contained in these general terms and conditions, in no event will EndLayer's aggregate liability in connection with these general terms and conditions and any applicable schedules exceed one month's average charge to customer, based on actual monthly charges paid during the previous twelve months or such lesser number of months if customer has not received 12 months' of service. Such limitation shall be the extent of EndLayer's liability in the event of any alleged defaults by EndLayer under this agreement, including alleged acts of negligence or breach of contract and regardless of the form in which any legal or equitable action may be brought against EndLayer, and the foregoing shall constitute customer's exclusive remedy. In no event shall either party be liable to the other party for any loss of use, interruption of business, lost profits, lost revenue, or any incidental, consequential, special, or indirect damages of any kind, regardless of the form of action, whether in contract, tort (including negligence) or otherwise, even if such party has been advised of the possibility of such damages in advance.

11. INDEMNIFICATION

Client shall, at its sole cost, indemnify and hold harmless EndLayer and its affiliates, officers, directors and employees from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees and court costs, arising in connection with any third party action resulting out of a breach, or allegation which if true would constitute a breach, of any of its representations, warranties or obligations herein.

Client shall, at its sole cost, indemnify and hold harmless EndLayer and its affiliates, officers, directors and employees from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees and court costs, arising in connection with any third party action or inaction which is a substantial factor in causing EndLayer to breach, or allegation which if true would constitute a breach of, any of its representations, warranties or obligations herein.

EndLayer shall, at its sole cost, indemnify and hold harmless Client and its affiliates, officers, directors and employees from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees

and court costs, arising in connection with any third party action resulting out of a breach, or allegation which if true would constitute a breach, of any of its representations, warranties or obligations herein.

12. CONFIDENTIAL INFORMATION

Each party ("Recipient") may receive confidential information from the other ("Discloser") during the term of this Service Level Agreement ("Confidential Information"). Each Recipient agrees to protect from disclosure such Confidential Information with the same degree of care that it affords its own confidential information, but in no event with less than reasonable care. Such obligations shall apply to information that is disclosed: (1) in tangible form and clearly marked "CONFIDENTIAL" or with a similar legend at the time of disclosure; (2) orally and designated as confidential at the time of disclosure; or (3) in a manner in which the Recipient knew or should have known that the information was confidential based on the circumstances surrounding disclosure. Notwithstanding any other provisions hereof, Recipient shall have no obligations of confidentiality with respect to information: (a) published or otherwise readily available to the public other than by a breach of this Service Level Agreement; (b) rightfully received by Recipient from a third party without confidentiality limitations; (c) independently developed for Recipient without use or reference to Discloser's Confidential Information; (d) known to Recipient prior to receipt from Discloser; or (e) retained in the unaided memory of Recipient's employees and which is of general applicability in the industry. Recipient may disclose Confidential Information to the extent ordered by a governmental authority or court of competent jurisdiction, but shall notify Discloser as soon as practicable and cooperate with Discloser, at Discloser's expense, to minimize any such disclosure.

13. DEFINITIONS

Definitions are provided in Appendix D. These definitions describe specific terms and services as outlined in this agreement.

14. SCOPE OF AGREEMENT

This document constitutes the entire agreement between you and EndLayer and governs your use of your support plan, superseding any prior agreements between you and EndLayer. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The terms of services, billing policies and this agreement shall be governed by the laws of the Commonwealth of Massachusetts and the United States of America without regard to its conflict of law provisions. The failure of EndLayer to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the other provisions of the agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the support plan or the agreement must be filed within one (1) month after such claim or cause of action arose or be forever barred.

15. ARBITRATION

The parties agree that arbitration is the required and exclusive forum for the resolution of any and all disputes between them. Any claim or controversy of whatever nature, including but not limited to tort and contract claims, claims arising under common law or based upon any federal, state or local statute, law, order, ordinance or regulations, and claims arising out of any relationship before, at the time of entering, during the term of, or upon or after expiration or termination of this agreement, and the issue of arbitrability, arising out of or relating to this contract, or the breach thereof, shall be resolved by final and binding arbitration. This mandatory arbitration provision includes any dispute between the Client and EndLayer and its current and former officers, directors, employees and agents.

Any covered dispute must be submitted to arbitration in accordance with the rules of the Commercial Arbitration Rules of the American Arbitration Association, except as otherwise provided in this agreement. Any such arbitration will be conducted in the Commonwealth of Massachusetts, and will be decided in accordance with and determined by the laws of the Commonwealth of Massachusetts and/or applicable federal law. The arbitrator shall not have the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not award costs or attorneys' fees to either Party except where expressly provided for by the applicable law.

The parties are prohibited from disclosing the existence, content, or results of the arbitration without the prior written consent of the other party or parties, unless the disclosure is otherwise required by court order.

Each Party shall bear its own costs and expenses. The resolution of any dispute achieved through such arbitration shall be final, binding and enforceable by a court of competent jurisdiction.

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

16. EFFECT OF CUSTOMER'S PURCHASE ORDER

No waiver, alteration, or attempted modification by purchase order or otherwise of any of the provisions of this agreement shall be binding on EndLayer unless in writing and signed by a duly-authorized representative of EndLayer.

17. NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when posted in the myEndLayer portal, sent by e-mail, or certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

18. PRIVACY

As between the parties, the Client shall retain all ownership rights to any and all innovations, inventions or developments ("Innovations"), whether or not jointly conceived, and the intellectual property rights arising there from, that derive directly from the Clients existing technology provided by the Client to EndLayer during the term of this agreement. As between the parties, EndLayer shall retain all ownership rights to all other innovations, whether or not jointly conceived, and all intellectual property rights arising there from. The Client shall have a royalty-free, non-exclusive license to use any EndLayer-owned innovations made during performance of the services hereunder to the extent necessary to permit the Client to use the deliverables.

EndLayer and the Client agree to keep confidential and not disclose to any third parties any and all proprietary information of the other party. However, either party may make such a disclosure to its contractors who are working under this agreement.

Appendix A. – Service Fees

Please see the following page to determine the service fee associated with your SPC or SPM hosting plan:

http://www.endlayer.com/managed-services/website-hosting/shared-hosting

Setup Fees / Transfers

EndLayer offers free transfer services for incoming sites; for 30 days after your sign-up date, we will migrate your existing site to our servers at no extra cost. Transfers outside the 30-day period incur an extra fee.

EndLayer provides transfers as a courtesy service, and cannot guarantee the length of time necessary for a site transfer. Each hosting company saves data in a different way, and sometimes incompatible formats may make it difficult for us to transfer your account data to our servers. Our transfer team will make every effort to ensure your site content migrates successfully from your previous host.

Setup or migration fees may apply if EndLayer is tasked with migrating your current system to another platform. These fees will be discussed on a per-project basis.

Additional tasks, outside the scope of the agreement.

Our rate for tasks outside the scope of the Service Level Agreement is $125 per hour during regular business hours (M-F 8AM-5PM EST) and $175 per hour outside of those hours.

Appendix B. – Service Credits

Account credits are calculated as a percentage of your Shared Performance Cloud service fee, as follows:

We will credit your account 5% of the monthly fee for each 30 minutes of network downtime, up to 100% of your monthly fee for the affected server.

Appendix C. – Acceptable Use Policy

1. ACCEPTABLE USE

The use of services from EndLayer.com constitutes agreement to the terms below as well as the terms on the following respective pages:

1) **Privacy Policy** - http://www.endlayer.com/privacy-policy
2) **Terms of Service** - http://www.endlayer.com/terms-of-service
3) **Cookie Policy** – http://www.endlayer.com/cookies

Client agrees to be bound by this acceptable use policy, which outlines prohibited activities on the EndLayer network.

EndLayer's services may be used only for lawful purposes. The laws of the Commonwealth of Massachusetts and the United States of America apply.

EndLayer is not responsible for legal claims or lawsuits resulting from the use of any of our services.

EndLayer's services may not be used for copyright or trademark infringement purposes, including unauthorized copying or downloading of music, text, images or any other copyrighted content. Offering counterfeit merchandise for sale on an EndLayer hosted site will result in immediate account termination.

If your account is found in violation of another individual's copyright, the account will be removed and your access to the material disabled immediately. If any account violates copyright laws repeatedly, it will be permanently terminated from EndLayer hosting. If you believe your trademark or copyright is being violated by an EndLayer hosted account, contact us here.

You may not use a shared account as a backup/storage device. EndLayer will automatically backup your website at least 4 times daily to a secure, off-site location. Most hosts only backup the base server, we backup everything. We also don't charge you to restore your backup files!

Here is a list of unacceptable material that may not be used on our Shared and Reseller servers.

- Topsites
- Pirated Software
- IRC Bots/Scripts
- Proxy Anonymizers/Scripts
- Image Hosting Scripts (e.g., Tinypic, Photobucket)
- IP Scanners
- AutoSurf/PPC/PTS/PTC Sites

- Spam Scripts/Mail Bombers
- Bruteforce Applications/Scripts/Programs
- Mirror Scripts/file Dump (e.g., rapidshare)
- Multiple (more than one or two) Commercial Audio Streams
- Commercial Banner Ad Rotation Services
- Bank Debentures/Escrow
- HYIP (High-Yield Interest Programs)
- Investment Sites (MLM/Pyramid Schemes, Ponzi, E-gold Exchange, Second Life/Linden Exchange, FOREX)
- Prime Banks Programs
- Controlled substance sales (without proof of permit)
- PBBGs/MUDs/RPGs
- Gambling/Lottery Sites
- Sites promoting illegal actions
- Links to pirated or illegal content
- Sites/archives/forums targeted to hackers
- Fraudulent Sites (e.g., sites listed on aa419.org & escrow-fraud.com)
- Bank Debentures/Bank Debenture Trading Programs
- Push-Button Mail Scripts
- "Tell A Friend" Scripts
- Bulk SMS or Anonymous Gateways
- BitCoin Miners
- Illegal Broadcast or Streaming of Live, Syndicated Sports Events (e.g., NFL, MLB, WWE, NASCAR, etc.)
- PayDay Loan Sites (including sites related to PayDay loan affiliate programs)

Here is a list of unacceptable material that may not be hosted on our Dedicated servers:

- IRC Bots/Scripts
- IRCD (IRC servers)
- IP Scanners
- Pirated Software
- Spam Scripts/Mailbombers
- Bruteforce Programs/Scripts/Applications
- Escrow
- Investment Sites (MLM/Pyramid Schemes, Ponzi, E-gold Exchange, Second Life/Linden Exchange, FOREX)
- HYIP (High-Yield Interest Programs)
- Prime Banks Programs

- Gambling/Lottery Sites

- Controlled substance sales (without proof of permit)

- Sites promoting illegal actions

- Links to pirated or illegal content

- Sites/archives/forums targeted to hackers

- Mailer Pro

- Bank Debentures/Trading Programs

- Fraudulent Sites (e.g., sites listed on aa419.org & escrow-fraud.com)

- Illegal Broadcast or Streaming of Live, Syndicated Sports Events (e.g., NFL, MLB, WWE, NASCAR, etc.)

All EndLayer services (networks, equipment and related devices) are intended solely for use by authorized customers. We reserve the right to monitor EndLayer systems at all times to ensure authorized use, to protect against illegal accessing attempts, and to maintain security. During the monitoring process, we may examine, record, copy and/or use information as we deem necessary. As an EndLayer systems user, you have consented to monitoring for these purposes.

If any EndLayer account connects to a third party system or network without express written permission from the third party, we reserve the right to suspend the account. EndLayer may require documentation to prove authorized access to a third party system, if the occasion requires.

We can and will refuse service at our discretion. If we deem any material on an EndLayer-hosted site to be illegal, threatening or obscene, or to violate our terms of service, we reserve the right to disable or remove the site with or without prior notice.

If you receive an email from our abuse department, you must respond within 48 hours. Otherwise your services may be suspended or terminated.

In accordance with Section 230(c) of the Communications Decency Act, EndLayer serves as a republisher of content and a platform provider, and we are not liable for any allegedly offensive, harassing or defamatory content. We are regulated only by U.S. law, and we do not engage in legal investigations to determine the truth or accuracy of individual defamation claims. We leave these processes up to the courts and the legal system. If a US court or a court order has determined that any material hosted on an EndLayer site is injurious in any manner, we will remove and disable the site.

We will not tolerate any potential harm to minors, and if we find any site that host or links to child pornography or other abusive material, we will suspend that site and terminate the account with or without notice. Violations will be reported immediately to law enforcement.

Resource Usage

EndLayer users may **not** misuse resources in the following ways:

- Use CGI scripts, HTTP, PHP FTP or any other activities that occupy 25% or more of system resources for over 90 seconds.
- Run unattended, standalone server-side processes, including daemons like IRCD, on the server.
- Run indexers or web spiders (e.g., AdSpy/Google Cash) on shared EndLayer servers.
- Run software interfacing with any Internet Relay Chat (IRC) network.
- Run bit torrent clients, trackers or applications (you may provide links to off-site legal torrents, but may not host them on EndLayer servers).
- Engage in peer-to-peer/file-sharing activities.
- Run gaming servers (e.g., battlefield1942, half-life, counter-strike).
- Run cron entries in less than 15-minute intervals.
- Run MySQL queries that exceed 15 seconds.
- Run inappropriately indexed MySQL tables.
- Force HTML to handle server-side code (e.g., PHP, SHTML).
- Use unnecessary https protocol (encrypted communications are extremely CPU-intensive).

Web, FTP, Publishing Content Policies

EndLayer does not allow any of the following content, or links to such content, to be published on EndLayer's network:

- Content of a pornographic, sexually explicit, or violent nature.
- "Hate" sites or content that could be reasonably considered as slanderous or libelous.
- Content of an illegal nature (including stolen copyrighted material) or content promoting illegal activities
- Pirated software sites.

Clients posting any of the above content on their sites will be notified using client's current email address on file, and may be suspended or given a time frame to take corrective actions. If no corrective actions are taken, EndLayer will suspend the services of the hosting account until a resolution is met. A repeated violation of this Policy may cause cancellation of service without refund of any fees.

Email Usage Policies

EndLayer does not support unsolicited email messages sent by Clients through our systems (also known as junk email or SPAM). Clients sending unsolicited email messages from our system, or through other systems with messages referencing their website, will have all of their services temporarily suspended. They will then be contacted by EndLayer and informed of the suspension before having their services reinstated. A repeated violation may cause cancellation of service without refund of any fees. Notwithstanding, EndLayer reserves the right to restrict, suspend or cancel accounts for any user, at any time.

Illegal Activities

Customers found using our system for illegal activities, including but not limited to breaking into remote systems, credit card fraud, theft, vandalism, threats, or violence, will have their accounts immediately canceled without refund of any fees.

Hostnames, IP Addresses

EndLayer will remain the sole owner of all IP network addresses within EndLayer's network. Customer shall not knowingly modify any TCP/IP configuration that will conflict, or otherwise disrupt network service by using configurations not allocated to the Client. Best effort will be taken to maintain permanency of customer's allocated IP address, however EndLayer reserves the right to change customer's underlying IP network address during upgrades, security provisioning, or any other network migration service.

Approval

By signing / electronically signing this Service Level Agreement and/or using the services provided by EndLayer, the Client agrees that (1) Client has accepted the Service Level Agreement and all other agreements as mentioned in Appendix C-1 in their entirety, (2) agrees to be bound by the Service Level Agreement (as amended from time to time as provided in Section 1 of this Service Level Agreement), (3) if the Client is an individual, then the individual represents and warrants that he has the legal right to enter into the Service Level Agreement and if the Client is an entity, then the individual who agrees to the Service Level Agreement represents and warrants that he or she has the authority to bind such entity and (4) this Service Level Agreement constitutes a binding and enforceable obligation between EndLayer and Client.

If you do not agree with all of the terms of this Service Level Agreement and do not agree to be bound by this Service Level Agreement, please do not sign / electronically sign this Service Level Agreement and/or install/use the services provided.

Signature: _____

Company: _____

Name: _____

Date: _____