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.

The Service Level Agreement (SLA) describes EndLayer responsibilities and terms of service for your support plan. 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,
The EndLayer Team

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:

- Operating system updates/patches as required.
- Server uptime monitoring.
- Automatic response to server outages.
- Server security and health checks.
- Server support via the web, email and telephone.
- 24/7 emergency support
- Limited application-specific troubleshooting
- Administrative-level system tasks such as e-mail account management, web firewall management and access control (ex: FTP, SSH) and DNS system management.

Your responsibilities:

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

RESPONSE TIMES

EndLayer will respond within the minimum time listed below or we will credit your account according to the compensation policy (see section VI). We will automatically respond to service outages detected by our monitor.

Management Package	Guaranteed Response Time
Standard	Within 90 minutes – 24/7/365
Gold	Within 60 minutes – 24/7/365
Platinum	Within 30 minutes – 24/7/365
Enterprise	Within 15 minutes – 24/7/365

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 service for any user, at any time. This agreement is month to month and will renew automatically.

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 hours, or hours 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 server monthly maintenance 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. Management

The support plan includes the following system administration services. These services are included in your support plan.

OS Updates: EndLayer will apply updates from approved sources (Appendix B). Only updates from approved sources are included in the support plan. Updates provided by other sources are not included. Unless needed to

perform otherwise, server updates will be applied as follows: Security updates will be applied as soon as available, other patches will be applied within one month. Patches may be requested to be applied at any time.

Control Panel Updates: EndLayer will apply control panel updates in a timely manner. Basic updates will be applied quarterly. Major updates will be applied at our discretion once we have validated that the updates can be applied without significant issues. We may delay major, non-critical control panel updates while we assess feedback from early adopters. Critical updates will be discussed with the customer, and applied as soon as possible after a schedule has been agreed upon.

EndLayer may delay updating the OS if there are significant reports of issues with the updates.

Please note that OS and Control Panel updates are within version, and include minor updates only. For example, updating Plesk from 7.5 to 8.6 is a major upgrade and would not be covered by the support plan. Updating from Red Hat Enterprise 4 to Red Hat Enterprise 5 is a major upgrade and would not be covered by the support plan. Major upgrades can be provided, and will be assessed on a per project basis at an additional fee.

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. Administrative Hours

One hour per server (unless stated otherwise) per month, are available to be used toward responding to non-scheduled critical system issues. System administration hours are grouped for all servers enrolled in the server management program. Additional hours are billed at the prevailing hourly rate as described in Appendix A.

D. Server Health

We will audit a number of server variables including, disk usage, system load, CPU utilization, network health, and memory usage. If issues are detected, an incident will be automatically created at the appropriate priority level.

E. Proactive Response

EndLayer will respond to service outages when detected by our service monitor. If necessary, we may contact your server provider for reboots or assistance in returning your server to normal operation. Proactive response to outages detected by our service monitor will be automatically deducted from your included administrative hours.

F. Security

Monthly security checks are performed as part of your monthly service. We use a variety of tools to assess server security. EndLayer may select and modify these tools at its discretion. EndLayer will correct any security issues relating to the OS only. Application-security is the Clients responsibility.

EndLayer shared and dedicated 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.

G. Data Backup

If and only if the Client has purchased sufficient backup storage as agreed upon original estimate/invoice, EndLayer is responsible for facilitating backups of the Clients data 4 times daily. EndLayer is not responsible for incomplete backups due to backup storage exceeding its approved capacity as agreed upon original estimate/invoice. If additional backup storage space is required to continue to ensure 4 times daily backups of the Clients data, EndLayer will inform the Client with reasonable notice so that the Client can authorize EndLayer to increase the Clients backup storage space allotment at an additional cost. EndLayer does not make any further guarantee, expressed or implied, to backup any other data on or off of the Clients premises apart from the particular files and directories officially indicated by the Client. We cannot guarantee the data will be usable after a restore.

H. Priority Level

When you open a service request or incident, you may select a priority level ranging from low to high. Failure to follow these guidelines will constitute a violation of our Acceptable Use Policy and may result in termination or excessive use charges on your account.

Priority Usage Guidelines

Priority	Description
Emergency	Critical service unusable / server down.
High	Server degraded – low impact on critical applications.
Medium	Requires a resolution within 12 hours.
Low	Requires a resolution 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.

I. Support Channels

Using the web interface **(http://my.endlayer.net)** is strongly encouraged for Low, Medium or High priority service requests. Tickets are also accepted at support@endlayer.com.

For urgent priority incidents, please call our technical support line at **1-855-ENDLAYER (363-5293)**

THE TERMS OF THIS SERVICE LEVEL AGREEMENT ARE VALID ONLY IF YOU USE THE PROPER SUPPORT CHANNELS. Opening a service request or incident for a server not listed in your original estimate/invoice will be treated as case-based support. 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.

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 the support plan. Third party software installed by EndLayer is not automatically included in the support plan. The inclusion of third party software in the support plan is evaluated on a case by case basis.

B. Server 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 Servers

If your business operations depend upon multiple servers/services, including but not limited to servers/services which are not part of the Clients support plan, EndLayer is only responsible for the servers/services enrolled as per the original estimate/invoice agreed upon by EndLayer and the Client. Response to service failures caused by dependent servers will be charged against the time allotted in your support plan. We encourage all clients to put all dependent servers under our support plan so we can appropriately respond to all outages.

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. Disaster Recovery

Issues beyond EndLayer's control may result in a server failing to boot. If your server fails to boot, EndLayer will work with your server provider to get the system back online. We will use your custom support hours to diagnose and repair the issue. Should we be unable to restore operations or your provider fail to provide adequate remote access, a server restore may be required. If and only if the Client has purchased sufficient backup storage as agreed upon original estimate/invoice, EndLayer is responsible for facilitating and/or restoring backups of the Clients data. EndLayer is not responsible for incomplete backups due to backup storage exceeding its approved capacity as agreed upon original estimate/invoice (see Section 4g above). EndLayer does not make any further guarantee, expressed or implied, to backup any other data on or off of the Clients premises apart from the particular files and directories officially indicated by the Client. We cannot guarantee the data will be usable after a restore.

F. SPAM and Blacklists

As part of this agreement, we only assure that your server is not an open relay. Dealing with any other issues relating to inbound or outbound spam may result in additional fees. For inbound spam, the support only covers default SPAM solutions included with your system's control panel. We provide support to determine if your SPAM software is working. We do not include any support related to the accuracy of the spam system. Any work required to tune the system for improved accuracy will require a paid support ticket. For outbound spam, we will do a security check to

assure that your server is not an open relay. If the spam is originating from an end-user or from a web script on your server, the investigation of the issue is not covered by this agreement. For any outbound spam investigations, you may be charged a spam investigation fee at our prevailing hourly rates.

G. Hardware Support

EndLayer is not responsible for any support issues relating to hardware failure. If your system has a hardware issue, we will escalate the issue to your server provider. If we must work with your server provider to resolve the hardware issues, you may be charged additional hourly fees for our services. Hardware troubleshooting and support is the responsibility of the server provider. Once EndLayer escalates the hardware issue to your provider, our duties under this agreement are fulfilled.

H. Walk-through Support

EndLayer does not provide "walk-through" phone support. Should a system fail that requires console-level access, the Client must provide EndLayer remote console access via serial console over LAN, KVM over IP or other approved solutions.

H. 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

This agreement sets out the minimum level of service that clients enrolled in EndLayer support plans can expect. This agreement establishes levels of reimbursement for failure to fulfill defined levels. EndLayer aims to routinely uphold these minimum levels of service. Subject to other sections of this agreement, EndLayer will provide credit to the Client in accordance with the support schedule outlined in Appendix C. Credit is calculated on the basis of the monthly service fee charged for the impacted server(s). All credits will be applied on the next billing cycle.

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-server basis for the impacted server. See Appendix C for examples.

C. Multi-Server Accounts

Compensation is only applicable to the impacted server. If you have five servers and only one is impacted, then the maximum compensation is 20% of the total monthly invoice. If you have 10 servers and 3 are impacted, the maximum compensation is 30%. Please see Appendix C for more details.

7. CANCELLATION

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

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. 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

Authorization

EndLayer requires administrative (root) access to the server in order to provide services. By accepting this agreement, you authorize EndLayer and its employees, agents or subcontractors to access your server at any time for the purpose of server administration.

By accepting this agreement, you authorize EndLayer to contact responsible parties for hardware maintenance, technical support, server reboots, or other services in an effort to execute the services in the support plan.

Third parties, subcontractors, and agents shall be approved in advance (unless for emergency services) by Client.

Access Procedures

To provide monthly management services, EndLayer requires that the Client provide and maintain appropriate server access procedures. Client is responsible for providing EndLayer with sufficient access information and procedures to execute the terms of the support plan. All passwords, web site addresses, email addresses, and telephone numbers required to execute this agreement must be provided to EndLayer in an accurate and timely fashion. By failing to provide appropriate access information, Client releases EndLayer from its responsibilities outlined by this service agreement.

Client is responsible for advising EndLayer of changes in server access procedures and information. This includes but is not limited to server passwords, provider contact information, provider access information, and other 3rd parties

access information required for the appropriate administration of the server. Changes to access information should be submitted via the appropriate channels as soon as the information is changed.

Periodically, EndLayer will request updated access information. Please respond to these updates to ensure we have the latest access information. Information should be submitted via the appropriate form on the EndLayer (www.endlayer.com) website.

If you fail to provide accurate information, EndLayer, through no fault of its own, may not be able to execute services as outlined in this agreement. If incomplete or incorrect access information prevents EndLayer from executing the services described in this agreement, EndLayer is released from its responsibilities as outlined by this service 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.

Under this agreement no action may be brought by either party more than one month after the cause of action has accrued, except that an action for nonpayment may be brought within one year of the date of last payment.

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 sent by 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.

19. INCLUSION OF THIRD-PARTY SERVICE LEVEL AGREEMENTS

EndLayer provides both all inclusive (Shared Performance Cloud) & (Shared Performance Metal) website hosting, as well as server administration (Server Management) for servers contracted with third-party partners such as. In addition, EndLayer may provide facilitation of services provided by other providers (such as E-mail or DNS services). In the case of partner provided services, Client agrees to be additionally bound by the third-party or partner Service Level Agreements. For convenience, we have listed our most common third-party partners and their websites below, in which their respective Service Level Agreements may be found.

SoftLayer Technologies

http://www.softlayer.com

Datacenter Services

Google, Inc.

http://www.google.com

Enterprise E-mail Hosting

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

Service fees for dedicated servers start at $125/mo. Your EndLayer account manager will provide you customized pricing based upon your needs.

Setup Fees

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-6PM EST) and $175 per hour outside of those hours.

Appendix B. – Approved Sources

Vendor supplied updates from:

Apache Foundation	EMC	Microsoft
CentOS	Ensim	MySQL
cPanel	Fedora	nginx
Dell	Fedora Legacy	PHP (Incl Zend)
eAccelerator	IBM	Red Hat

If you have software from alternate providers/vendors, please contact EndLayer to determine if we will cover it as part of your support plan.

Appendix C. – Support Schedule

The following support schedule establishes the minimum response times and compensation for failing to meet these times. Please see Appendix D for the difference between response time and resolution time. EndLayer provides compensation only if we fail to meet our guaranteed response times. The resolution of any given issue may take minutes or hours depending on the problem.

Management Package	Guaranteed Response Time	Compensation Guarantee
Standard	Within 90 minutes – 24/7/365	20% for each 90 minute period past due.
Gold	Within 60 minutes – 24/7/365	20% for each 60 minute period past due.
Platinum	Within 30 minutes – 24/7/365	20% for each 30 minute period past due.
Enterprise	Within 15 minutes – 24/7/365	20% for each 15 minute period past due.

Examples:

You subscribe to the Gold management package. You open a high priority incident at 1:20 AM. EndLayer responds and starts to look into the issue at 2:15 AM. In this example, EndLayer responded within our Service Level Agreement & no compensation is provided.

You open a ticket at 12:05 AM. The Service Level Agreement states that you should have a response no later than 1:05 AM. EndLayer responds at 1:15 AM. We are one 60 minute block overdue, so you would be compensated 20% of your monthly management fee for that server.

Using the same example, if EndLayer did not respond until 2:15 AM, we would have been 2 – 60 minute blocks overdue, so we would compensate you 40% of your monthly fee for that server management plan.

Service level agreement credits are subject to review and approval by management.

Appendix D. – Definitions

Response Time: The elapsed time between the time when a service request or incident is submitted to EndLayer and to the beginning of work on the service request or incident by EndLayer; for example, you submit an incident via the help desk at 10:10 AM and EndLayer starts work on the request at 11:00AM, the response time would be 50 minutes.

Resolution Time: The elapsed time between the response time and the time the service request or incident is resolved; for example, you submit a service request to EndLayer at 10:15 AM, EndLayer responds at 10:45 and resolves the issues at 11:00 AM, the resolution time is 15 minutes.

Standard Software: Any software found on your distribution's official release CD(s) or download site. Any software found in your control panel's installation files.

Upgrade: Upgrades are major version updates. They are typically described as "new releases" and have a change in their major version number. For example, RHEL 3 to RHEL 4 would be an upgrade.

Update: Updates are within version patches, bug and security fixes for your software. Typically software providers use major and minor version numbers. Generally if the major version number does not change, then the update is considered minor. If the major version number changes, we consider this an upgrade. For example updating, RHEL 3 Update 2 to RHEL Update 7 would be an update. Changing RHEL 3 to RHEL 4 would be an upgrade.

Emergency Priority: System down or services not functioning.

High Priority: Requests that need immediate attention, however the server is still operational.

Medium Priority: Requests that need to receive a higher priority than low requests, and should be worked on within 8 hours.

Low priority: Request that are not as important, and can be scheduled to be worked on within 1-2 business days.

Inbound SPAM: Email received by your server that you consider SPAM.

Outbound SPAM: Email sent through your server that the recipient considers SPAM.

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: _____