

Infomagnet Drupal powered website standard hosting plan and SLA

Infomagnet Ltd. Provides a service consisting of the following:

- Hosting of your Drupal website on our servers.
- Weekly backups of your site files and database onto tape – kept on a fortnightly rotation.
- Daily backups of your live site and database onto a virtual mirror server at a remote location.
- Code repository hosing using a Subversion code repository.
- Each live website is a “Working Copy” of a revision in the code repository. The site code can be changed to any version from the repository at any time.
- Working copies of the code within the Subversion repository are kept on local computers by Infomagnet.

As described below, Infomagnet's SLA provides commitments based upon goals in three key areas:

Network Service Availability: The Network will be available to Customer free of network outages for 100% of the time.

Network Service Latency: The average monthly Latency (speed) of the Network will not exceed 95 milliseconds round-trip.

Network Packet Loss: The average monthly Packet Loss (reliability) of the network will not exceed 1%.

Network Service Level Agreement

This Service Level Agreement (SLA) applies only to Infomagnet customers receiving service within the contiguous United States who are hosting customers, with their sites hosted on Infomagnet's servers.

This Service Level Agreement (SLA) covers the reliability and quality of the hosting service we provide – it offers no guarantee for the reliability and availability of your website which may be unavailable due to many external influences beyond our control such as hacking, DDOS attacks, network outages on networks which are not contracted to us, your own ISP service etc etc. In other words the SLA ensures that you have a reliable platform and network on which your site may operate, it makes no guarantee over the reliability or operability of your website.

This SLA provides Customers with certain rights and remedies regarding the performance of our Network and hardware. The amount of credit available per month is subject to a cap described below.

Availability Guarantee

Infomagnet is committed to make the Infomagnet Network available to Customer free of Network Outages for 100% of the time. A "Network Outage" is an instance in which no traffic can pass in or out of Selected POPs for more than 15 consecutive minutes.

Upon Customer's request (in accordance with the procedure set forth below), Infomagnet will issue a credit to Customer for Network Outages exceeding the SLA limits occurring during any calendar month that are reported by Customer to Infomagnet and confirmed by Infomagnet's measurements of the our Network. Such credit will be equal to one day's worth of the monthly Access Fee (as defined below) paid by Customer, for each reported incident exceeding one hour of such Network Outages, not to exceed in any calendar month the Access Fee paid by Customer for that month.

Latency Guarantee

Infomagnet is committed to keep Average Round-Trip Latency on the Infomagnet Network to 95 milliseconds or less as measured within the USA. "Average Round-Trip Latency", with respect to a given month, means the average time required for round-trip packet transfers between Selected POP's on our Network during such month, as measured by Infomagnet or Infomagnet subcontractors.

If Average Round-Trip Latency on the Infomagnet Network for a calendar month exceeds 95 milliseconds, then upon Customer's request (in accordance with the procedure set forth below), Infomagnet will issue a credit to Customer equal to and not to exceed in any calendar month one day's worth of the Access Fee (as defined below) paid by Customer for such month.

Packet Loss Guarantee

Infomagnet is committed to keep Average Packet Loss on our network to 1% or less. "Average Packet Loss", with respect to a given month, means the average percentage of IP packets transmitted on our Network during such month that are not successfully

delivered, as measured by Infomagnet or our subcontractors. If Average Packet Loss exceeds 1% during a calendar month, then upon Customer's request (in accordance with the procedure set forth below), Infomagnet will issue a credit to Customer equal to and not to exceed in any calendar month one day's worth of the Access Fee (as defined below) paid by Customer for such month.

The terms of this SLA relating to Average Round-Trip Latency and Average Packet Loss will take effect the first full calendar month after Customer's first use of the our Network.

Access Fee Definitions

The Access Fee for all Customers is one twelfth of the annual hosting fee.

Measurement

Infomagnet or our subcontractors will periodically (every 15 minutes on average) measure our Network at Selected POP's using software and hardware components capable of measuring application traffic and responses at such Selected POP's. Customer acknowledges that not every POP may be covered by such measurements, that such measurements may not measure the exact path traversed by Customer's packets, and that such measurements constitute measurements across the Infomagnet Network but not other networks to which Customer may connect. Infomagnet reserves the right to periodically change the measurement points and methodologies it uses without notice to Customer. Measurements for latency and packet loss will be made available by Infomagnet on request from the Customer.

How to Request a Credit Per This Service Level Agreement

Customer must first report a loss of service by email with information on the nature of the outage. To request credit, the Customer must send a second email requesting a credit within 7 days of the original mail. Infomagnet will credit Customer only from the time and date stamp of the initial support ticket submittal, and only if commensurate with the definitions of service outages in this agreement.

Exceptions

Notwithstanding anything in the SLA to the contrary, Customer shall not receive any credits under this SLA if customer has been delinquent on any bills or payments within the past 90 days, or found in violation of any Infomagnet Terms of Service.

Notwithstanding anything in the SLA to the contrary, Customer shall not receive any credits under this SLA in connection with any failure or deficiency of our Network caused by or associated with:

- Circumstances beyond Infomagnet's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, storm, strike or other labor disturbance, interruption of or delay in transportation, 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 Service Level Agreement;

- Failure of access circuits to the Infomagnet Network, unless such failure is caused solely by Infomagnet;
- General telco failure;
- Scheduled maintenance and upgrades;
- DNS issues outside the direct control of Infomagnet;
- Outage or error of any Infomagnet measurement system;
- Excessive traffic/load on Customer's server(s) which impedes server performance;
- Customers' acts or omissions, including without limitation, any negligence, wilful misconduct, or use of the Infomagnet Network or Infomagnet services in breach of Infomagnet's Terms and Conditions and Acceptable Use Policy, by Customers or others authorized by Customers;
- Denial of Service (DoS) and/or Distributed Denial of Service (DDoS) (malevolent efforts of a person or persons to prevent Infomagnet's or Customer's (or clients of Customer's) servers or service from functioning efficiently or at all).

General

Infomagnet reserves the right to change or modify this SLA at any time and will communicate such changes by email. Except as set forth in this SLA, Infomagnet makes no claims regarding the availability or performance of our Network or Infomagnet services.