



Web Hosting by **THE BYTE DR. INC.**

Service Level Agreement (“SLA”)

1. **SERVICE UPTIME.** The Byte Dr. Inc.'s target uptime for the Service is 99.9% of the time in every calendar month and The Byte Dr. Inc. provides you with a 99.7% Critical Services Uptime Guarantee as defined below. If The Byte Dr. Inc.] fails to meet the 99.7% Critical Services Uptime Guarantee you will be entitled to receive a credit in accordance with the Credit Table below if: (a) you apply for the credit within sixty (60) days of the last day of the month in which the 99.7% Critical Services Uptime Guarantee was not met, and (b) more than 20% of The Byte Dr. Inc. customers are affected. Such credits may be deducted from amounts otherwise payable by you to The Byte Dr. Inc. hereunder. In the event there is a dispute regarding credits, The Byte Dr. Inc. reserves the right to make the final decision about whether credits will be provided to you. If the availability for any three (3) month period is less than 98.00%, you will have the right to terminate your Services Agreement with The Byte Dr. Inc..
 - a. “99.7% Critical Services Uptime Guarantee” means that The Byte Dr. Inc. guarantees that Down Time with respect to the Critical Services shall not exceed 0.3% of the time during a rolling two (2) month period (computed by reference to a 31 day month).
 - b. “Critical Services” means the email services, web hosting services, DNS services, and the The Byte Dr. Inc. network to the extent that such services do not include Closed Source Applications, as defined in Section 4 below.
 - c. “Down Time” means periods of time that the Critical Services are not functional and available to The Byte Dr. Inc. customers and does not include any period of time during which services are not functional or available as a result of:
 - i. maintenance, scheduled or otherwise, performed by The Byte Dr. Inc.;
 - ii. third party intrusions, including without limitation denial of service or similar attacks;
 - iii. downtime resulting from misuse by End-Users (as defined in the Terms of Use) errors or non-performance of third-party software, including without limitation, Microsoft Access, .asp, .jsp, Cold Fusion or Miva Merchant; or
 - iv. any event that is not within The Byte Dr. Inc.’s control.

Credit Table	
Availability	% Monthly Service Credit
99.40 - 99.70	10%
99.00 - 99.40	20%
98.00 - 99.00	30%
97.00 - 98.00	40%
96.00 - 97.00	50%
95.00 - 96.00	60%

2. **WEB HOSTING.** The Byte Dr. Inc. will use commercially reasonable efforts to ensure that your web site is available online, twenty-four (24) hours following receipt of payment from you for services.
3. **MAINTENANCE SERVICES.** The Byte Dr. Inc. will provide system maintenance as long as this SLA has not been terminated or amended. Maintenance is performed at times which least impact The Byte Dr. Inc.’s customers based on minimal overall activity on the The Byte Dr. Inc. systems. Notwithstanding the foregoing, The Byte Dr. Inc. reserves the right, in its reasonable discretion, to perform any emergency work at any time.
4. **CLOSED SOURCE PLATFORM APPLICATIONS.** ColdFusion, ColdFusion MX, ASP, ASP.NET, JSP, and Miva Merchant applications are hosted on a closed source platform (“Closed Source Applications”).
5. **PRIVATE LABEL DNS.** Private label DNS (domain name servers) require 3 DNS entries, the third of which is The Byte Dr. Inc.’s generic DNS.
6. **ACCESS DATABASES.** Microsoft Access databases are not designed for, nor recommended for use on web sites which receive high volumes of Internet traffic. The Byte Dr. Inc. does not guarantee the performance of web sites which make use of Microsoft Access databases.
7. **EASYMAIL/MAILING LISTS.**
 - a. EasyMail E-Mail Accounts are restricted to a maximum size of 50MB. If you exceed this limit we may suspend or terminate your account and your email messages may be lost.
 - b. EasyMail E-Mail Accounts’ e-mail transfer limit is a maximum of 20MB for each separate request by the mail server.