



## ONSHARP SERVICE LEVEL AGREEMENT (SLA)

Onsharp is proud to offer an exceptional level of performance, reliability, and service. That is why we are making commitments to our customers in the form of an SLA which provides certain rights and remedies regarding the performance of our consulting services and hosting programs.

### Service Response Times

Onsharp provides the service levels as defined in the table below pertaining to the performance of any systems or websites written by or hosted by Onsharp. Onsharp is not responsible for performance issues due to any changes or modifications performed by you, or others for whom Onsharp is not responsible. "Onsharp" shall include its agents and subcontractors performing work on its behalf.

### Service Levels

Onsharp will strive to meet the following Response and/or Correction Times after receiving a ticket from you. Tickets must be submitted through our website or by emailing [support@onsharp.com](mailto:support@onsharp.com). Please note that all tickets submitted by email will default to a Priority Level of Low. If your ticket is urgent, please include the word **URGENT** in the subject line of your email.

Priority Level	Definition	Response Time	Correction Time
High	System or website is down or critical element(s) of the system or website is/are not functioning with no work-around.	Within 1 hour	Within 24 hours
Medium	A part of the system or website fails and user workflow is disrupted with a workaround.	Within 24 hours	Within 3 days
Low	Errors that have minor influence on one or more activities connected to the system or website.	Within 24 hours	Within 10 days

All response times indicated in the table above are based on regular business hours, Monday to Friday from 8:00 AM to 5:00 PM Central Standard Time (CST).

Onsharp may, upon your request and at its sole discretion, provide resources outside of regular business hours to adequately address High Priority Level tickets to meet your reasonable expectations at a rate of 1.5x your normal hourly rates.



Onsharp will provide emergency contact numbers to be used outside regular business hours. After hour response times follow the requirements listed above based on the severity of the issue.

### **Hosting Uptime Guarantee**

Onsharp offers a 99.9% uptime guarantee via this SLA based on our network and host node availability. Collectively, these guarantees may be referred to as the "SLA." This SLA is provided as a supplement to the Master Services Agreement you agreed to in becoming an Onsharp customer, which is hereby incorporated by reference as an indispensable part of this SLA.

This uptime guarantee is applicable on a per-service-item basis and is not applied to your entire invoice. For example, if you have five (5) servers or websites hosted with us, and one (1) of those servers or websites experiences downtime, any credit due to you under this uptime guarantee would be proportional to that one (1) server or website's downtime and not your entire account with us. This uptime guarantee does not apply to the accessibility of Onsharp's web properties, DNS servers, or control panel.

### **Hosting Exceptions**

You shall not receive any credits under this SLA in connection with any failure or deficiency of the Onsharp network caused by or associated with:

- Acts or omissions, including without limitation, any negligence, willful misconduct, or use of Onsharp service(s) in breach of Onsharp's Acceptable Use Policy (AUP), by you or others authorized by you.
- Improper website configurations, server configurations, or changes made by you.
- Any DNS changes made by you or DNS issues not within the direct control of Onsharp.
- Denial of service attacks against your website or our network.
- Circumstances beyond reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" (for example, fire, flood, earthquake, or tornado), strike or other labor disturbance.
- Scheduled maintenance that occurs with a minimum of twenty-four (24) hour notice or in the event a time critical patch or update is applied as long as the outage does not exceed sixty (60) minutes).



## Hosting Outage Credits

If Onsharp determines that one of your service items experiences a cumulative outage in a given month that results in uptime of less than 99.9%, then the ticket you generate will be used to generate a credit using the table below:

<u>Uptime</u>	<u>Credit Amount</u>
99.9% or higher	no credit
99.8% or higher	5% of your applicable monthly hosting fee
99.7% or higher	10% of your applicable monthly hosting fee
99.6% or higher	20% of your applicable monthly hosting fee
99.5% or higher	50% of your applicable monthly hosting fee
Less than 99.5%	100% of your applicable monthly hosting fee

None of the guarantees in this SLA may be combined. For example, a hardware outage that also disrupts network activity will not qualify you for two (2) separate credits. If for example, a hardware outage was the basis for the connectivity loss, the entire event will count as one single outage for the purpose of determining applicable credit.

## How to Obtain Your Hosting Outage Credit

In order to receive any credit offered under this SLA, you must initiate a support ticket AND expressly request that we issue a credit. DO NOT ASSUME THAT WE ARE AWARE OF YOUR OUTAGE. Your outage may be wholly unrelated to Onsharp's services, so unless you contact us via a support ticket, we may not be aware any problem exists. Outages related to hardware or other services or events not under Onsharp's control are not eligible for any guarantee or credit offered under this SLA.

You must initiate your support ticket via e-mail to [support@onsharp.com](mailto:support@onsharp.com). If Onsharp was aware of the issue before you were, Onsharp may notify you of the outage. In such instance, you must still initiate a support ticket to confirm that you are aware of the outage, and such support ticket must still also request a credit.

You agree and acknowledge that all other terms, limitations, exclusions, disclaimers and requirements contained in Onsharp's Master Services Agreement apply to this SLA.