

Service Level Agreement

This Service Level Agreement (SLA) applies to you ("Customer") if you currently hold an account for infrastructure or hosting services ("Services") with North Atlantic Networks, LLC ("NAN") and your account is current (i.e., not past due).

We are committed to providing our customers with unparalleled availability of our infrastructure and applications hosting facility. We recognize that you need to have services available whenever you want or need to do business, and we strive to consistently exceed our service-level commitments. NAN shall use commercial best effort to provide continuous and consistent service with respect to this SLA. NAN reserves the right to change the terms of this agreement at any time upon thirty (30) days notice.

- **Maintenance**

One of the significant benefits of using Services is the fact that you never have to pay for new software versions or system improvements. To bring you these benefits, we usually schedule a monthly late-night maintenance in which we upgrade the existing system for enhancements and other updates. From time to time, we also schedule emergency maintenance usually in response to security concerns. We typically initiate these maintenance activities during the non-peak 11PM – 7AM US Eastern Standard Time hours to minimize downtime. For non-emergency maintenance, you will receive at least a two (2) day notice. For emergency maintenance, you will receive at least a twelve (12) hour notice. We also reserve the right to perform immediate emergency maintenance without any prior notification, should it be deemed absolutely necessary to protect and maintain the security of the service.

- **Technical Support:**

a. E-mail support is offered 24x7x365 and is available at support@nan.com.

b. Phone support is offered 24x7x365 and is available at 508-339-0482.

c. When contacting support, please include in your message your account name, a complete description of the problem, and the exact error messages, if any. This will assist us in quickly fixing your problems or issues.

d. Technical Support assigns the highest priority to inquiries related to the unavailability of the service and we address these immediately upon notification. However, it may take some time to resolve the issue, so you may not receive an immediate reply.

e. Prior to reporting any perceived connectivity problems, the customer will verify that they are able to reach major sites such as www.msn.com or www.yahoo.com.

f. Please note that all of our servers are monitored and our technicians are notified when a service becomes unavailable.

- **Data Security, Performance & Backup:**

a. Our servers are located in commercial data centers near Boston, MA.

b. Each data center is a secure facility that requires such access controls including manned security entrances and/or identification verification cards and biometric authentication to access the equipment.

c. Anti-Virus: We employ third-party anti-virus software to check all incoming and outgoing messages for viruses. The virus definitions are checked for new updates every hour. Server control infrastructure is protected with industry leading anti-virus and anti-malware technology and is protected with state of the art firewalling equipment among other security measures.

d. All customer data is protected with RAID hard drives to protect from hard drive failure. IaaS server access to data storage SLA is 400 IOPS per instance, across all configured "drive" letters.

e. All customer data is backed up regularly. Additionally, some customer data is backed up weekly and monthly depending on which service and/or plan you have signed up for. Please see the appropriate page for the service(s) that you have purchased. Customers are responsible for their own backups though backup and recovery services may be obtained from NAN for an additional cost.



- f. Recovery of data backed up via NAN's hosted virtual server backup product will be restored at a rate of 50GB per hour or faster.
- g. Customer Responsibilities. The following customer requirements enhance data security:
- i. Customers must use discretion granting administrator privileges;
 - ii. Users must not share their login identifier or password;
 - iii. Users should change their passwords at least every forty-five (45) days;
 - iv. Users should select passwords that are eight (8) characters or longer. We strongly recommend that passwords include mixed alpha and numeric text or are comprised of sentence-like phrases.
- **Uptime Guarantee:**
- a. "Service Availability" is defined to as the ability for application hosting users (for example Exchange, Lync, SharePoint, and others) to be able to 1) access existing messages or files from their account and 2) send and receive new messages or files via their account. Service Availability is calculated by the number of hours the service is available to customers plus the total number of hours of maintenance, if any, divided by the total number of hours in that month. For Infrastructure (IaaS) customers availability is the ability to gain access to your server for the purposes of administration and access to software that may be running on it (though access is defined as connectivity to the server and not necessarily the software).
- b. Objective: we guarantee a 99.999% Service Availability.
- c. Remedy: Except under the conditions mentioned below under "Exceptions," if the Service Availability is less than 99.999%, we will issue a prorated credit to Customer for each full hour of failure below 99.999% for the given billing period, with the credit being calculated on the basis of that month's service charge for the affected Service.
- d. Exceptions:
- i. Circumstances beyond NAN's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, attacks (including, without limitation, denial of service attacks, virus attacks), hackers, failure of third party software (including, without limitation, anti-virus software, backup software, server anti-malware and anti-virus software) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
 - ii. Failure of hardware, unless such hardware is within sole control of NAN;
 - iii. Failure of access circuits to the NAN Network, unless such failure is caused solely by NAN;
 - iv. Scheduled maintenance and emergency maintenance and upgrades;
 - v. DNS (Domain Name System) issues outside the direct control of NAN;
 - vi. Issues with customer's Internet access or internal networks;
 - vii. Erroneous SLA outages reported as a result of outages or errors of any NAN's measurement system;
 - viii. Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer) including, without limitation, custom scripting or coding, any negligence, willful misconduct, or use of the Service in breach of NAN's Terms and Conditions;
 - ix. DNS Propagation;
 - x. Outages elsewhere on the Internet that hinder access to your account or services. NAN is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. NAN will guarantee only those areas considered under the control of NAN: NAN server links to the datacenter Internet feeds, NAN routers, and NAN servers.
- **Credit Request:**
- a. In order to receive a credit, customer must make a request by sending an email message to finance@nan.com. Each request in connection with this SLA must include customer's account and the dates and times of the unavailability of Service and must be received within ten (10) business days after Service was not available. If the unavailability is confirmed, NAN, credits will be applied within two billing cycles after NAN's receipt of customer's credit request. Credits are not refundable and can be used only towards future billing charges.

b. Notwithstanding anything to the contrary herein, the total amount credited to Customer in a particular month under this SLA shall not exceed the total hosting fee paid by Customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by NAN and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Service Availability.

▪ **Business Continuity:**

In the event that NAN is unable to continue a Service to Customer, NAN guarantees to provide thirty (30) days of interim service. During this period, NAN will deliver upon request and at nominal cost the current Customer data backups in order to facilitate transfer to Customer's in-house implementation or alternative provider of Service.