



SERVICE LEVEL AGREEMENT

Managed Service Level Agreement

MOD's SLA is a contract between you, the customer, and MOD. It defines the terms of our responsibility and the money back guaranty if our responsibilities are not met. We want our customers to feel at ease with their decision to move their site to MOD, and knowing that MOD takes your site's uptime as seriously as you do is imperative. This Service Level Agreement (SLA) applies to customers of MOD' Web Hosting, Dedicated Server, Virtual Server, Colocation, IP Transit, and IP Transport services and other MOD Managed Services not listed

The MOD SLA covers three components that support the availability of your service:

99.99% Uptime! We guaranty that our data center network will be available 99.99% of the time in a given month, excluding scheduled maintenance. The data center network means the portion of the MOD network extending from the outbound port on your edge device to the outbound port of the data center border router and includes MOD managed switches, routers, cabling.

Our goal is to make the network available to Client free of outages for 99.99% of the time. An "outage" is defined as an instance in which Client is unable to transmit and receive IP packets due to a MOD service failure for more than 15 consecutive minutes, excluding service failures relating to MOD scheduled maintenance and upgrades. The MOD network does not include client premises equipment or any Telco access facilities connecting Client's premises to such infrastructure. MOD goal is to keep Average Domestic Round-Trip Latency on the MOD network to 85 milliseconds or less. MOD defines "Average Round-Trip Latency", with respect to a given month, as the average time required for round-trip packet transfers between the MOD network and major US backbone peering points during such month, as measured by MOD. MOD goal is to keep Average Packet Loss on the MOD network to 1% or less. MOD defines "Average Packet Loss", with respect to a given month, as the average percentage of IP packets transmitted on the MOD network during such month that are not successfully delivered, as measured by MOD.

Infrastructure

We guaranty that data center HVAC and power will be functioning 100% of the time in a given month, excluding scheduled maintenance. Power includes UPSs, PDUs and cabling, but does not include the power supplies on your servers. Infrastructure downtime exists when a particular server is shut down due to power or heat problems.

MOD Guaranty: MOD will credit your account 5% of the monthly fee for each 30 minutes of infrastructure downtime, up to 100% of your monthly fee for the affected server(s).

Hardware

We guaranty the functioning of all server hardware components and will replace any failed component at no cost. "Hardware" means the processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included with the server. Hardware replacement will begin once we identify the cause of the problem. Hardware replacement is guaranteed to be complete within one hour of problem identification.

MOD Guaranty: We will credit your account 5% of the monthly fee per additional hour of downtime, up to 100% of your monthly fee for the affected server(s).

Requests for Services

Requests for new service will be acknowledged within 2 hrs and will be completed within 24 hours. Example: request is submitted at 2pm Central Time and is not acknowledged until 4pm CT the request has 22 hours to be completed. All information needed to complete request will be included in the initial request if needed information is missing the SLA

could be extended by the amount of time it takes for said information to be obtained by MOD. Example: connection request for cloud connection is missing VLAN, Service Key, etc.

Trouble tickets

A trouble ticket will be opened through emailing support@modmc.net which will automatically open a ticket that will be acknowledged within 1 hour for non emergency/down situations and 15 minutes for emergency/down tickets. Tickets will be updated either upon request, once an update has occurred or once a day. For emergency/down tickets updates will be sent once per hour until issue is resolved. Updates will be sent through email. Support desk can be contact via phone at 877-364-8080.

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

- a. Circumstances beyond reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" or "Force Majeure" (i.e., Fire, flood, earthquake, tornado, etc.), 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
- b. Telco Failure (i.e., SBC™ cutting a fiber line somewhere)
- c. Backbone peering point issues (i.e...UUnet™ having a router go down in San Francisco that wipes out internet service for portions of the West Coast)
- d. Scheduled maintenance for hardware/software upgrades, done between the hours 12am and 4am PST on Sunday morning, or upon 72 hours written notice to client via email.
- e. Software bugs/flaws (Exploits and bugs may develop that cause security issues or downtime).
- f. DNS issues not within the direct control of MOD
- g. Network floods, hacks, D.O.S. attacks from outside parties or individuals.
- h. Failure or error of any MOD monitoring or measurement system.
- i. Client's acts or omissions, including without limitation, any negligence, willful misconduct, or use of MOD service(s) in breach of MOD Acceptable Use Policy, by Client or others authorized by Client.

Remote Hands: MOD guarantees that all requests for Remote Hands service will be responded to within thirty (30) minutes from when the technician has been contacted.

Credit Requests

To receive an SLA credit, MOD customers must email billing@modmc.net.



SERVICE LEVEL AGREEMENT