



MANAGED HOSTING SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) by and between the Client and **JuicyPOP, Inc.** sets forth the service expectations as furnished by **JuicyPOP** and recognized industry standard operating requirements. This service level agreement applies only to **JuicyPOP** customers who receive managed collocation services.

Availability Guarantee: **JuicyPOP** servers shall provide **100% “uptime”** other than forces beyond the control of **JuicyPOP**.

Response: Mean outage alert time is 20 minutes, which shall be followed by summary email within 2 hours. Service outage shall be restored within 2 hours.

Credit: In the event of a **JuicyPOP** hosted customer being unable to access network services provided by **JuicyPOP** the customer shall receive a credit towards their monthly recurring amount. The amount of the credit shall be incremental as follows:

- Less than 1 hr; 1/8 day
- 1 hrs to 4 hrs; ¼ day
- 4 hrs to 8 hrs; ½ day
- 8 hrs to 12 hrs; 1 day
- 12 hrs to 24 hrs; 1½ days

No more than three full day’s credit shall be allowed for any period of 48 hours.

To provide a means of authenticating performance as specified, **JuicyPOP** will provide accurate observable reporting upon demand. These reports shall be provided by devices with the **JuicyPOP** operating structure.

Network Performance

The mean monthly latency of the **JuicyPOP** network will not exceed 50 milliseconds per round trip and the mean monthly packet loss shall not exceed 2%.within our network.

Neither party shall be liable for any delays or failure in performance due to circumstances beyond reasonable control including blackout limitation, acts of any government body, war, sabotage, embargo, fire, flood, interruption or delay in telecommunications or third party services, failure of third party software, general Telco failure, scheduled maintenance, DNS issues beyond the control of **JuicyPOP**, customer acts or omissions including negligence, willful misconduct, or use of **JuicyPOP** Service or facility which is in breach of **JuicyPOP** acceptable use policy.

JuicyPOP reserves the right to change or modify this SLA at any time and provide 30 days notice to client by email before the new SLA takes effect. Other than this SLA, **JuicyPOP** makes no claims regarding the availability of performance of the **JuicyPOP** Network.

Agreed:

JuicyPOP

By : Chas Wareing
 Title : President/CEO
 Date : _____

Client : _____

By : _____
 Title : _____
 Date : _____