Service Level Agreement
Co-Location and Hosted Services

This is the Service Level Agreement ("SLA") for Finger Lakes Technologies Group, Inc.'s ("FLTG") Co-Location Services. The service provides for rack space, power, and internet connectivity in FLTG's communications and data center facilities. FLTG endeavors to ensure our customer's systems are available and to meet certain guarantees available on FLTG's website, www.fltg.com. This SLA outlines those agreements and guarantees. FLTG retains sole discretionary power when determining if a guarantee has not been met.

Five-Nines Uptime Guarantee

1. Coverage

This 99.999% uptime guarantee applies to any FLTG client in good financial standing with FLTG at the time of a service outage.

2. Service Level Agreement & Specifications

FLTG endeavors to have our customer's systems available for access by any party in the world 99.999% of the time. Network downtime (unavailability) is defined as 100% packet loss from FLTG to its backbone providers. Downtime is measured past 10 minutes after notification of network failure via FLTG's online ticketing system. If the ticketing system itself is unreachable, the ticket must be started by calling the FLTG NOC. FLTG's administrators will determine the end of the downtime by a trace-route to the customer's machine from outside the FLTG network.

3. Credits

Shared Hosting - In the event that your website is not available for 100%, FLTG will credit the following month's service fee as follows. For any shared hosting client, such credit shall be retroactive and shall be as calculated below and as measured 24 hours a day in a calendar month, with the maximum credit not to exceed fifty (50) percent of the monthly service charge for the affected month.

Monthly Uptime	Credit
95% to 99.9%	10%
90% to 94.9%	20%
89.9% or below	50%

Managed Dedicated Servers and Co-Location - For managed dedicated server and Co-Location customers if the uptime is between 98.9% and 99.9% for any particular month the credit shall be retroactive and equivalent to the difference between the guaranteed level of availability of the customer's services during the month and the calculated actual level of availability of the

7890 LEHIGH CROSSING | VICTOR, NY 14564 | 800.653.6124 | WWW.FLTG.COM
WITH OFFICES IN PHELPS, TRUMANSBURG AND BUFFALO
OVER 100 YEARS OF EXCELLENCE

FINGER LAKES
TECHNOLOGIES GROUP, INC.

customer's services, multiplied by the actual charges incurred by the customer for the services during that month period. In addition, for managed dedicated server, customers may be entitled to additional credits as calculated below and as measured 24-hours a day in a calendar month, with the maximum credit not to exceed fifty (50) percent of the monthly service charge for the affected month.

Minutes of continuous downtime	Credit
1-4 60 minute intervals	10%
5+ 60 minute intervals	50%

In order for you to receive a credit on your account, you must request such credit within seven (7) days after you experienced the down time. You must request credit by email to customerservice@fltg.com. Credits will usually be applied within sixty (60) days of your credit request. Credit to your account shall be your sole and exclusive remedy in the event of an outage.

4. Restrictions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of website Availability caused by or associated with:

a) circumstances beyond FLTG'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, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;

b) failure of bandwidth providers to the FLTG Network, unless such failure is caused solely by FLTG;

c) scheduled maintenance and emergency maintenance and upgrades;

d) DNS issues outside the direct control of FLTG;

e) issues with FTP. POP, IMAP, or SMTP customer access;

f) false SLA breaches reported as a result of outages or errors of any FLTG measurement system;

g) customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of FLTG's Terms and Conditions and Acceptable Use Policy;

h) e-mail or webmail delivery and transmission;

i) DNS (Domain Name Server) Propagation.

j) outages elsewhere on the Internet that hinder access to your account. FLTG is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. FLTG will guarantee only those areas considered under

the control of FLTG: FLTG server links to the Internet, FLTG's routers, and FLTG's servers.

Latency Guarantee

Latency for Internet Access is guaranteed for FLTG Co-Location centers under the terms of FLTG's [Service Level Agreement for Internet Access](#)

Packet Delivery Guarantee

Packet Delivery for Internet Access is guaranteed for FLTG Co-Location under the terms of FLTG's [Service Level Agreement for Internet Access](#).

Dedicated and Co-Location Server Environmental/Critical Systems Guarantees

We guarantee that environmental/critical systems, including power and HVAC (72 degrees +/-3) infrastructure including UPSs, PDUs and cabling will be available 99.999% of the time in a given month (excluding scheduled maintenance). Should downtime occur, FLTG will credit the customer's accounts as outlined below in the "credits" section. Critical systems should be considered to include functioning of all power and HVAC infrastructure including UPS equipment and cabling. Power supplies of individual servers are not included. Critical systems downtime should be considered to exist when a customer's server is shut down due to power or heat problems and a ticket has been opened for the incident in the FLTG ticket tracking system. Critical System downtime is measured from the time the ticket is opened regarding server downtime to the time the problem is resolved and the server comes back on line.

Access Fee Definitions

For dedicated/Co-Location/managed hosting Customers, the Access Fee consists solely of the base monthly fee paid by Customer for standard server packages, including the use of the server, the use of electricity to the extent provided to the Customer without additional charge, and up to the amount of data transfer allowed each month without additional charge. The Access Fee for purposes of the SLA credit excludes all other fees which might be charged to the Customer, including, without limitation, charges relating to managed services, incremental bandwidth usage and fees for electricity, extra IP addresses, RAM, or hard drives beyond that which is available without additional charge under C I Host's standard rates. This list of potentially excluded fees is offered solely for purposes of illustration and not by way of limitation.

The Access Fee for all other Customers is the base monthly access fee paid by Customer for use of the applicable C I Host service at the amount of data transfer allowed each month without additional charge, excluding set-up fees, fees for additional services, and for server and other types of options. Such excluded fees will vary by the type of applicable service, and could consist of fees for local loop, extra and/or burstable bandwidth, add-on components, extra IP addresses, hourly support charges, electricity when an additional fee is charge for such an item, and managed services. This list of potentially excluded fees is offered solely for purposes of illustration and not by way of limitation.